

TERMS & CONDITIONS GLOSSPEL SUBSCRIPTION BOX

GLOSSPEL (SP)

and

THE SUBSCRIBER.

1. INTERPRETATION

1.1. In these Terms and Conditions, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bearing corresponding meanings, the masculine form bearing the same meaning as the feminine, and vice versa, the plural bearing the same meaning as the singular, and vice versa –

1.1.1. “AFSA” means the Arbitration Foundation of South Africa;

1.1.2. “Delivery Date” means the day and time on and at which possession of Goods is transferred to the Subscriber, regardless of whether the Goods are accepted or rejected;

1.1.3. “Force Majeure Event” means any circumstance not within a Party’s reasonable control, including but not limited to –

1.1.3.1. acts of God, flood, drought, earthquake, or other natural disasters;

1.1.3.2. any law or action taken by a government or public authority, including an imposition of an export or import restriction, quota, or prohibition, or failing to grant a necessary license or consent;

1.1.3.3. collapse of buildings, fire, explosion, or accident; or

1.1.3.4. any plant disease and pests.

1.1.4. “Goods” means the contents of a “Glosspel Subscription Box”, containing, inter alia, between 5 (five) and 10 (ten) beauty and/or wellness products;

1.1.5. “Login Details” means the personal and/or non-personal information, including but not limited to an email address and Subscriber-created password, which are used to access the Subscriber’s account on the Website;

1.1.6. "Order for Goods" means an order placed by a Subscriber on the Website for the provision of Goods by Glosspel, the word "Order" will bear a corresponding meaning;

1.1.7. "Parties" means Glosspel and the Subscriber;

1.1.8. "Privacy Policy" means Glosspel's Privacy Policy.

1.1.9. "GLOSSPEL" means GLOSSPEL (SP)

1.1.10. "Services" means the services provided by Glosspel to the Subscriber in terms of these Terms and Conditions;

1.1.11. "South Africa" means the Republic of South Africa;

1.1.12. "Subscriber" means a paying Subscriber who has registered on the Website;

1.1.13. "Subscription Fees" means monies in South African Rand (ZAR) paid to Glosspel for an Order of Goods;

1.1.14. "Terms and Conditions" means the standard conditions of contract contained in this document;

1.1.15. "Website" means Glosspel's official website, which is owned and operated by Glosspel.

1.1.16. Any reference in these Terms and Conditions to –

1.1.16.1. "business hours" shall be construed as being the hours between 09:00 and 17:00, based on South African Standard Time, on any business day;

1.1.16.2. "days" shall be construed as calendar days, unless qualified by the word "business", in which instance "business days" will be any day other than a Saturday, Sunday or public holiday as gazette by the government of South Africa from time to time;

1.1.16.3. "delivery information" means "information", as described in the Privacy Policy, which is provided by a Subscriber, on either registration on the Website as a Subscriber or at point of sale, as that information relates to the

place, date and time at which the Subscriber assigns for the Goods to be delivered.

1.1.16.4. “laws” means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law;

1.1.16.5. “payment information” means “information”, as described in the Privacy Policy, which is provided by a Subscriber, on either registration on the Website as a Subscriber or at point of sale, as that information relates to the payment details of the Subscriber.

1.1.16.6. “person” means both a natural person and juristic person, including a trust, registered in accordance with the laws of South Africa.

1.1.16.7. “third party” means any person who is not a party to these Terms and Conditions.

2. INTRODUCTION

2.1. Glosspel provides a “Beauty Subscription Box” to Subscribers through Orders placed by Subscribers placed on its Website.

2.2. Glosspel has agreed to make available and provide Goods to Subscribers on the terms and subject to the conditions set out in these Terms and Conditions.

2.3. These Terms and Conditions will apply to all Subscribers who register on the Website. By clicking on the “I have read and hereby agree to the Terms and Conditions” box when registering on the Website, the Subscriber accepts the Terms and Conditions as set out below and agrees to be bound by these Terms and Conditions.

3. APPLICABILITY OF THE CPA

3.1. These Terms and Conditions apply to Subscribers who are consumers for the purposes of the Consumer Protection Act, 68 of 2008, as amended (“CPA”).

3.2. TAKE NOTE THAT these Terms and Conditions contain provisions that may –

3.2.1. limit the risk or liability of Glosspel; and/or

3.2.2. create risk or liability for the Subscriber; and/or

3.2.3. compel the Subscriber to indemnify Glosspel.

3.3. The Subscriber's attention will be drawn to these specific Terms and Conditions as they are important and should be very carefully noted. Such clauses will be identified in bold.

3.4. If there is any provision in these Terms and Conditions that the Subscriber does not understand, it is the responsibility of that Subscriber to request Glosspel to explain same before accepting these Terms and Conditions.

3.5. Nothing in these Terms and Conditions is intended or must be understood, to lawfully restrict, limit or avoid any rights or obligations, as the case may be, either for the Subscriber or Glosspel in terms of any applicable laws. To the extent that these Terms and Conditions expressly conflict with any law which is applicable to the Subscriber or Glosspel, the provisions of such law shall prevail, unless otherwise agreed and such agreement is permitted by law.

4. COMMENCEMENT AND DURATION

4.1. These Terms and Conditions shall commence on the date on which the Subscriber registers on the Website, therewith accepting these terms and Conditions, until terminated in accordance with its terms or as agreed by the Parties.

5. REGISTRATION AND SUBSCRIPTION

5.1. To access the Goods, a prospective Subscriber will be required to register as a Subscriber on the Website.

5.2. Glosspel may from time to time determine the conditions and criteria for Subscription and refuse applications from persons who do not comply with such conditions and criteria.

5.3. No person shall have the right to demand Subscription, notwithstanding that they may satisfy any or all eligibility criteria. Glosspel has the sole discretion to adjudicate, accept or reject applications for Subscription, as it may deem appropriate and, in the manner it deems fit and in the best interests of Glosspel.

5.4. Upon registering on the Website and accepting these Terms and Conditions, an agreement is created between the Subscriber and Glosspel, and the Subscriber may place an Order for Goods.

6. SUBSCRIBER OBLIGATIONS

6.1. By registering on the Website, the Subscriber acknowledges to Glosspel that the Subscriber –

6.1.1. has viewed, read, and understood these Terms and Conditions;

6.1.2. will be solely responsible for maintaining the confidentiality of their Login Details;

6.1.3. will be solely responsible for activities that occur under their account;

6.1.4. will not, in any manner, divulge to any person and/or publicise their Login Details. It is specifically recorded that Login Details may only be used by the person to whom they have been allocated.

6.2. Without prejudice to any other rights it may have, Glosspel shall be entitled to terminate a Subscriber's access to the Website immediately, and without any notice to the Subscriber, if Login Details are in any manner divulged to any person and/or publicised by the Subscriber.

6.2.1. The Subscriber hereby warrants that its Login Details shall –

6.2.1.1. be used only for their sole or personal use; and

6.2.1.2. not be disclosed to any third party.

6.2.2. Glosspel is hereby indemnified by the Subscriber for any damages suffered or losses incurred, of any nature whatsoever, as they arise from the use or misuse of a Subscriber's Login Details, whether by a Subscriber or any third party.

7. GOODS

7.1. Availability of Goods

7.1.1. The Subscriber may place an Order for Goods on the Website, which Glosspel may accept or reject, depending on the circumstances, including, but not limited to –

7.1.1.1. Glosspel's stock on hand at the time the Order for Goods is placed;

7.1.1.2. Glosspel's capacity to acquire the necessary stock in time for the Delivery Date;

7.1.1.3. non-compliance by a Subscriber with any term of these Terms and Conditions;

7.1.1.4. the correctness of the information relating to the Subscriber, including, but not limited to, payment information and/or delivery information; and/or

7.1.1.5. receipt of payment of Subscription Fees.

8. NATURE OF GOODS

8.1. Once the Subscriber has placed an Order for Goods on the Website and has made payment for that Order, Glosspel will provide the Subscriber with a confirmation that the Order has been received.

8.2. By agreeing to these Terms and Conditions, the Subscriber agrees, acknowledges, and understands that each Order may contain different and/or alternative Goods between Orders.

8.3. Glosspel does not allow Subscribers to make Orders for specific Goods and the Subscriber must be aware that each Order of Goods may contain products which may or may not be acceptable to the Subscriber.

9. GLOSSPEL'S OBLIGATIONS

9.1. Glosspel undertakes to –

9.1.1. provide Goods strictly in accordance with these Terms and Conditions;

9.1.2. keep a written register of all Subscribers and Orders for Goods;

9.1.3. promptly notify a Subscriber upon becoming aware of circumstances that may reasonably be expected to jeopardise the delivery or timely delivery of Goods or any portion thereof;

9.2. Notwithstanding the above, Glosspel –

9.2.1. does not warrant that the Goods will be suitable for the Subscriber's use, that the Goods will be defect-free, nor that the Goods will meet the Subscriber's requirements, whether these requirements were conveyed to Glosspel or not;

9.2.2. is not responsible for any delays, delivery failures or any other loss or damage resulting from the provision of Goods, save where such liability arises from gross negligence or the willful misconduct of Glosspel, its employees, agents, or authorised representatives.

9.3. The Subscriber acknowledges that the Goods may be subject to health and safety disclaimers in the use of those Goods, which may render the Goods unusable by the Subscriber.

10. SUBSCRIPTION OPTIONS

10.1. There is currently 1 (one) Subscription options available for prospective Subscribers, with the following details:

10.1.1. a "Monthly Box" of Goods, which is delivered monthly, on a date determined by Glosspel from time to time, and renews automatically on a monthly basis on the last day of every calendar month;

11. SUBSCRIPTION FEES AND PAYMENT

11.1. The Subscription Fee payable by a Subscriber shall be dependent on the Subscription option selected by the Subscriber on the Website at registration. Currently, 1 (one) Subscription structures exist for the Cruelty-Free Box, with the following amount payable:

11.1.1. a "Monthly Box" of Goods at R450.00 (Cruelty-Free Box) per one month period;

11.2. The Subscription Fee is subject to change from time to time with reasonable notice to the Subscriber and Glosspel reserves the right to effect such change as and when it deems necessary.

11.3. Payment shall be made by the Subscriber to Glosspel's designated bank account by way of one of those payment methods available from time to time on Glosspel's website. Upon payment of the Subscription Fee, Glosspel may require additional information in order to authorise and/or verify the validity of payment. In such cases, the Website may not process the transaction, and Glosspel shall be entitled to withhold any Goods, including their delivery, until such time as the additional information is provided and authorisation is obtained by Glosspel for the amounts. If such authorisation is not received, the Order for Goods will be cancelled.

12. DELIVERY OF GOODS

12.1. The Parties agree that, once all the necessary terms and conditions have been complied with; including but not limited to, registration on the Website and payment of Subscription Fees, Glosspel will organise a courier service in Glosspel's capacity as the duly authorised agent of the Subscriber, for and on the Subscriber's behalf. Accordingly, the agreement between the courier service and the Subscriber will be concluded in the name of the Subscriber and not Glosspel's name.

12.2. Glosspel will not be liable for any loss or damage suffered by the Subscriber during the delivery process.

12.3. Should there be a delay in the delivery of Goods through the fault and/or negligence of the appointed courier company, Glosspel will notify the Subscriber as soon as is reasonably possible about the delay, the reason therefor (if possible) and a time at which the Goods will ultimately be delivered (if possible).

13. RETURN OF GOODS

13.1. The Subscriber has the right to return Goods, in exchange for a full refund and at Glosspel's cost, where the Subscriber refused delivery of the Goods after considering the inserted leaflet and/or contraindication and thereafter rejected delivery of the Goods before opening and/or unboxing and/or any use thereof.

13.2. The Subscriber has the right to return Goods, in exchange for a pro rata refund and at Glosspel's cost, where the Subscriber refused delivery of some of the Goods for any other reason and before opening and/or unboxing and/or use thereof and the Goods are returned unopened and in their original packaging.

13.3. Glosspel reserves the right to levy a reasonable charge for the return of Goods where the returned goods are no longer in their original, unopened packaging and/or where some or all the Goods have been used, consumed and/or depleted prior to their return.

13.4. This clause is in addition to, and not in replacement of, any other rights which the Subscriber may have under the CPA.

14. RISK AND BENEFIT

14.1. It is agreed between the Parties that Glosspel will not –

14.1.1. be liable for any claims, losses or liabilities arising from any defects, failure, or hazards in the Goods, save where such liability arises from the gross negligence or the willful misconduct of Glosspel, its employees, agents or authorised representatives; and

14.1.2. be liable for any damage or injury caused to the Subscriber or any third party on account of the delivery of Goods save where such liability arises from the gross negligence or the willful misconduct of Glosspel, its employees, agents, or authorised representatives, in accordance with Clause 12 above.

14.1.3. TAKE NOTE THAT every box of Goods the Subscriber will receive contains an inserted leaflet and/or contraindication, clearly stipulating the health and/or medical and/or physical risks and/or hazards and/or dangers in the use and/or consumption of the ingredients which are used in the Goods. It is the sole responsibility of the Subscriber to ensure that they consider the contents of that leaflet and/or contraindication and comport themselves accordingly.

14.1.4. TAKE NOTE THAT the Subscriber can find instructions to “patch test” on the Glosspel website, allowing the Subscriber to non-definitely test health and/or medical and/or physical risks and/or hazards and/or dangers in the use and/or consumption of the ingredients which are used in the Goods. It is the sole responsibility of the Subscriber to elect as to whether they wish to use the “patch test”.

14.1.5. TAKE NOTE THAT the “patch tests” may not be approved by any regulatory boards and/or other public and/or private agencies under the laws of South Africa for their safety of use, hazards in their use and/or any other risks that their use may have for the Subscriber.

14.1.6. TAKE NOTE THAT the Goods provided to a Subscriber may or may not have been approved by any regulatory boards and/or other public and/or

private agencies under the laws of South Africa for their safety of use, hazards in their use and/or any other risks that their use may have for the Subscriber.

14.1.7. Glosspel will not be liable for any claims, losses or liabilities arising from any dangers, risks or hazards in the Goods, where those health and/or medical and/or physical risks, hazards and/or dangers have been clearly marked in the leaflet and/or contraindication and/or arise from the use of the “patch test”, save where such liability arises from the gross negligence or the willful misconduct of Glosspel, its employees, agents or authorised representatives.

15. LIMITATION OF LIABILITY

15.1. The use of the Website is entirely at the Subscriber’s own risk and the Subscriber assumes full responsibility for any risk or loss resulting from the use of the Website or reliance on any information on the Website.

15.2. Glosspel cannot be held liable for any inaccurate information published on the Website and/or incorrect prices displayed on the Website, save where such liability arises from the gross negligence or the willful misconduct of Glosspel, its employees, agents, or authorised representatives. The Subscriber is encouraged to contact Glosspel to report any possible malfunctions or errors by way of the Website’s help page.

15.3. The Subscriber indemnifies Glosspel for any direct, indirect, incidental, special or consequential loss or damages which might arise from the Subscriber’s use of, or reliance upon, the Website or the content contained therein, or the Subscriber’s inability to use the Website, and/or unlawful activity on the Website and/or any linked Third-Party website.

15.4. The Subscriber hereby indemnifies Glosspel, its employees, agents and authorised representatives and holds any and all of them harmless against any claim, charge or criminal prosecution which may arise as a result of the Subscriber utilising the Website to deal in or trade in or distribute or acquire any illegal substance or product, and Glosspel shall not be in any way responsible for any legal action or criminal prosecution which a Subscriber may face as a result of any misuse of the Website.

16. INDEMNITY AND WARRANTIES

16.1. By using the Website, the Subscriber warrants that they are 18 (eighteen) years of age or older and of full legal capacity.

16.2. The Subscriber agrees that the Website cannot guarantee continuous operation of or access to services on the Website. The functionality of listings and promotions may occur in real-time and such functionality is subject to delays beyond Glosspel's control. The Subscriber hereby indemnifies Glosspel against any loss, claim or damage which may be suffered by the Subscriber or any Third Party arising in any way from the Subscriber's use of the Website and/or any linked Third-Party website.

16.3. In addition to the limitation of liability and disclaimers contained in these Terms and Conditions, Glosspel also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive material or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise, or otherwise impede in any manner the operation, stability, security functionality or content of the Subscriber's computer system, computer network, hardware or software or Subscriber's mobile device or handset in any way.

16.4. The Subscriber accepts all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise, or otherwise impede in any manner the operation, stability, security functionality or content of the Subscriber's computer system, computer network, hardware or software, Subscriber's mobile device or handset in any way, save where such liability arises from the gross negligence or the willful misconduct of Glosspel, its employees, agents or authorised representatives

17. PRIVACY POLICY

17.1. By accepting these Terms and Conditions, the Subscriber is also accepting the terms and conditions set out in Glosspel's Privacy Policy, which is hereby incorporated by reference and available here.

17.2. It is a prerequisite that in order to receive Goods from Glosspel or to engage with the Website, that the Customer accepts the terms of the Privacy Policy.

17.3. If Glosspel update or amend the Privacy Policy, such changes or amendments will be communicated to the customers as set out in the Privacy Policy. It will then be required that the customer re-accept the terms of the Privacy Policy in order to continue to receive Goods and services from Glosspel.

18. BREACH

18.1. If any Party breaches any material provision or term of these Terms and Conditions (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fails to remedy such breach within 5 (five) days from receipt of written notice requiring it to do so (or, if it is not reasonably possible to remedy the breach within 5 (five) days, within such further period as may be reasonable in the circumstances, provided that the Party in breach furnishes evidence, within the period of 5 (five) days to the reasonable satisfaction of the other party that it has taken whatever steps are available to it to commence remedying the breach) then the aggrieved Party shall be entitled, without further notice and in addition to any other remedy available to it in law or under these Terms and Conditions, including, but not limited to, cancel the agreement or to claim specific performance of any obligations, whether or not the due date for performance has arrived, in either event and without prejudice to the aggrieved party's right to claim damages.

18.2. Should the agreement between Glosspel and the Subscriber created by these Terms and Conditions be terminated or cancelled for any reason, Glosspel shall, without prejudice to any other rights which the Subscriber may have –

18.2.1. immediately cease to provide the Goods;

18.2.2. all amounts then owing by the Subscriber in terms of these Terms and Conditions become immediately owing, due and payable.

18.3. Glosspel shall upon any termination of these Terms and Conditions in terms of this clause be entitled, at its discretion, to cancel all unexecuted Orders for Goods.

19. SUBSCRIBER CANCELLATION

19.1. The Subscriber may cancel an Order for Goods on written notice, via email to Glosspel, provided that the Subscriber cancels –

19.1.1. in respect of an Order for a "Monthly Box" of Goods, at least 20 (twenty) business days before the next Date of Delivery;

19.2.1. the Subscriber shall be entitled to a refund, within 5 (five) business days of the Subscriber's cancellation being received by Glosspel, of the balance of those pre-paid funds made over to Glosspel, which has not been utilised for the provision of previous Orders for Goods made by the same Subscriber; and

19.2.2. on the cancellation by a Subscriber, Glosspel reserves the right to charge a reasonable cancellation penalty with respect to any Goods delivered in contemplation of the agreement enduring for its intended term.

20. FORCE MAJEURE

20.1. If Glosspel is prevented from or delayed in performing any obligation under these Terms and Conditions due to a Force Majeure Event or for any reason beyond the reasonable control of Glosspel, Glosspel shall be excused from performing that particular obligation for the duration of that prevention or delay.

20.2. Glosspel shall inform the Subscriber, in writing, of that prevention or delay as soon as reasonably possible after the circumstances causing such prevention or delay have arisen, but in any event no later than 48 (forty-eight) hours after the commencement of such prevention or delay.

20.3. Glosspel shall do everything reasonably possible to prevent, avoid or limit the duration of the effects of any such prevention or delay. Upon termination of the circumstances giving rise to any such prevention or delay, Glosspel shall give written notice thereof to the Subscriber.

20.4. While such prevention or delay continues, the Parties shall continue to comply with their obligations under these Terms and Conditions which are not affected by it, to the extent that they are able to willfully do so, and these Terms and Conditions shall be extended by the period for which such prevention or delay endures.

20.5. If any suspension or delay continues for more than 30 (thirty) days, then either party shall be entitled by written notice to the other to terminate these Terms and Conditions.

21. DISPUTE RESOLUTION

21.1. In the event of there being any dispute or difference between the Parties arising out of these Terms and Conditions, the said dispute or difference shall, on written demand by either Party, be submitted for resolution; firstly, by way of negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of arbitration. The reference to negotiation and mediation is a pre-condition to the parties having the dispute resolved by arbitration.

21.2. A dispute shall arise if a dispute is declared and the particularity thereof is communicated to one Party, in writing.

21.3. Within 21 (twenty-one) days of the communication in clause 21.2 above, the Parties shall seek an amicable resolution to such dispute by referring such dispute to representatives of each of the Parties concerned for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.

21.4. In the event of the negotiation envisaged in clause 21.3 above failing for whatsoever reason or cause, any Party may, within 21 (twenty-one) days of such failure, refer the dispute for resolution by way of mediation. The negotiation shall be deemed to have failed if one of the Parties declare in writing that it has failed.

21.5. Mediation

21.5.1. The mediation shall be conducted by a mediator selected by agreement between the Parties and failing such agreement within 7 (seven) days after a written request by any Party to the other for such mediation, nominated on the application of any Party by the South African Association of Mediators or its successor.

21.5.2. The mediator shall as they deem fit, follow formal or informal proceedings, and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings, with the Parties or separately from any person who can assist in the formulation of his opinion, provided that –

21.5.2.1. each Party shall be given reasonable opportunities of presenting evidence and submissions and of responding to evidence and submissions of the other Party;

21.5.2.2. each Party shall be given full details of any evidence or submissions received by the mediator from the other Party or any other person otherwise than at a meeting where both parties are present.

21.5.3. The mediator shall have the power to propose to the Parties compromises, settlements, or agreements in disposal of the whole or portion of the dispute.

21.5.4. The mediator shall as soon as reasonably practicable give to each of the Parties his written opinion on the dispute, recording the details of any agreement reached between the Parties during the mediation.

21.5.5. The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's

written opinion or otherwise as recorded in writing by all Parties subsequent to the mediator's opinion.

21.6. Arbitration

21.6.1. In the event of the mediation envisaged in clause 20.4 failing, any Party may, within 21 (twenty-one) days thereafter, by written notice to the other Party, submit the said dispute or difference to arbitration in Cape Town in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

21.6.2. Should AFSA, as an institution, not be operating at the time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or, failing an agreement within 10 (ten) business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Cape Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of no less than 10 (ten) years' standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.

21.6.3. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

21.6.4. Any arbitration in terms of this Clause (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the proceedings and the outcome of the arbitration.

21.7. The provisions of clause 21 will continue to be binding on the Parties notwithstanding any termination or cancellation of these Terms and Conditions.

21.8. The Parties agree that the written demand by a Party to the dispute in terms of this clause that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

21.9. No clause in these Terms and Conditions, especially relating to Dispute Resolution, shall be construed as constraining and/or limiting any right granted by any Party in terms of the CPA.

22. GENERAL

22.1. Ownership and Copyright

The contents of the Website, including any material, information, data, software, icons, texts, graphics, layouts, images, sound clips, advertisements video clips, trade names, logos, trademarks, designs, service marks which are displayed on or incorporated on the Website are protected by law, including but not limited to copyright and trademark law. The Website content is the property of Glosspel, its advertisers and/or sponsors and/or licensed to Glosspel

22.2. Electronic communications

The Subscriber hereby agrees and consents to receive communication from the Website or any of its divisions electronically and in accordance with the privacy laws of South Africa.

22.3. Warrant of authority

22.4. Each Party warrants to the other Party that it has the power, authority, and legal right to enter and perform in terms of these Terms and Conditions and that these Terms and Conditions have been duly authorised by all necessary actions of its directors and constitute valid and binding obligations on it in accordance with these Terms and Conditions.

22.5. Implementation and Good Faith

22.6. The Parties shall at all times during the continuance of these Terms and Conditions observe the principles of good faith towards one another in the performance of their obligations. This implies that they shall –

22.6.1. at all times during the term of these Terms and Conditions act reasonably, honestly and in good faith.

22.6.2. perform their obligations arising from these Terms and Conditions diligently and with reasonable care; and

22.6.3. make full disclosure to each other of any matter that may affect the execution of these Terms and Conditions.

22.7. Whole Agreement

These Terms and Conditions constitute the whole agreement between the Parties as to the subject matter thereof and no agreement, representations, or warranties between the Parties other than those as set out herein are binding on the Parties.

22.8. Cession and Delegation

The Parties agree that neither Party shall be entitled to cede, in whole or in part, any rights, or sub-license, delegate subcontract, in whole or in part, any of its obligations arising from these Terms and Conditions without the prior written consent of the other Party.

22.9. Governing law and jurisdiction

22.9.1. The validity of these Terms and Conditions, their interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of these Terms and Conditions or their expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa.

22.9.2. To the degree that such a dispute is not regulated in terms of these Terms and Conditions, the parties herein consent to the non-exclusive jurisdiction of the relevant Magistrates Court vested with territorial jurisdiction over the dispute.

22.9.3. Nothing in this clause or in these Terms and Conditions limits the Subscriber's right to approach any court, tribunal, or forum of competent jurisdiction in terms of the CPA.

22.10. Relaxation

22.10.1. No latitude, extension of time or other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising in terms of these Terms and Conditions and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of these Terms and Conditions or estop such Party

from enforcing, at any time and without notice, strict and punctual compliance with each and every provision hereof.