

TILE CRAZY

TERMS AND CONDITIONS, ASWELL AS POPIA INFORMATION

COMMITMENT TO YOUR PRIVACY

Welcome to the Website operated by Tile Crazy. The Organisation is committed to protecting the privacy of the user of the Website. The Organisation values the trust of its subscribers and all others who work with it, and the Organisation recognises that maintaining your trust requires transparency and accountability in how the Organisation handles your Personal Information. This privacy policy ("Policy") is incorporated into and is subject to the Organisation's standard terms and conditions and the general terms relating to the use of the Website.

In performing the Organisation's services in the ordinary course of business, the Organisation may collect, use and disclose Personal Information. Anyone from whom the Organisation collects such information can expect that it will be appropriately and lawfully protected and that any use of or other dealing with this information is subject to consent, where this is required by law. This is in line with the general privacy practices of the Organisation.

This Policy sets out how the Organisation collects, uses, discloses, and safeguards the Personal Information it processes in the course of its business.

DEFINITIONS

In this Policy, in addition to the other terms that have been defined in the body of the Policy, the Organisation makes use of the following terms:

"Personal Information" means all information which may be considered to be personal in nature or information about an identifiable natural and / or existing juristic person (where applicable) in terms of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), the Consumer Protection Act 68 of 2008 ("CPA") and the Protection of Personal Information Act 4 of 2013 ("POPIA"); and "User, you, your or yourself" refers to any person who makes use of the Website for any purposes whatsoever, whether or not such use is free of charge or paid for.

In addition, unless the contrary is specified, terms that are used in the Policy that are specifically defined in POPIA, are given the meanings ascribed to them in POPIA.

WHAT PERSONAL INFORMATION DOES THE ORGANISATION COLLECT AND WHY?

The Organisation may collect Personal Information in conducting its ordinary business operations, including through the use of its Website. In processing such Personal Information, the Organisation at all times ensures that (i) it complies with the provisions of POPIA, and (ii) such Personal Information is used for legitimate business purposes.

OBTAINING CONSENT

The Organisation does not, except where otherwise permitted by law, collect, use or disclose your Personal Information without your consent. By submitting your personal information on the website, you authorise Tile Crazy to send you the information you requested.

USE AND DISCLOSURE OF PERSONAL INFORMATION The Organisation operates its Website, and conducts its business in general, in accordance with South African legislation. The Organisation considers it imperative to protect the privacy interests of data subjects.

In the event that the Organisation sends Personal Information outside of South Africa (including if such information is hosted offshore), the Organisation will ensure that it takes all reasonable steps to ensure that it complies with all applicable laws in this regard, including POPIA.

RETENTION OF PERSONAL INFORMATION

All Personal Information retained on the Organisation's database, including such information obtained through the use of the Website, is in accordance with the retention provisions set out in the applicable laws and regulations of South Africa, including those set out in POPIA

YOUR RIGHTS IN RELATION TO YOUR PERSONAL INFORMATION It is important to note that you have rights in relation to your Personal Information.

You have the right to contact the Organisation at any time to ask the Organisation to:

confirm that it holds your Personal Information (at no charge); provide you access to any records containing your Personal Information or a description of the Personal Information that the Organisation hold about you (subject to payment of a prescribed fee); and / or confirm the identity or categories of third parties who have had, or currently have, access to your Personal Information (also subject to payment of a prescribed fee).

The Organisation's contact information is as set out in its website.

When you make a request regarding your Personal Information, the Organisation will take reasonable steps to confirm your identity.

There may be times when the Organisation cannot grant access to your Personal Information, including where granting you access would (i) interfere with the privacy of others, or (ii) result in a breach of confidentiality. The Organisation will always provide you with reasons if this is the case.

If you are of the view that any Personal Information that the Organisation holds about you is incorrect in any way, including that it is inaccurate, irrelevant, outdated, incomplete or misleading, you are allowed to ask the Organisation to correct it. If you believe that any Personal Information that the Organisation holds about you is excessive or has been unlawfully obtained, you can ask the Organisation to destroy or delete it. You may do the same if you think that the Organisation has retained it for longer than necessary, given the purpose. The Organisation will do so unless there are good grounds not to (such as that the Organisation is required to hold it for a period prescribed by any applicable legislation).

It is important, however, to understand that if you withdraw your consent for the Organisation to use some of your Personal Information, it may affect the quality and level of service that the Organisation can provide to you.

SECURITY

The Organisation has adopted a security model to protect your Personal Information that complies with generally accepted information security practices and procedures. As part of the Organisation's security systems, the Organisation has implemented fire-wall technology, password controls, encryption processes and antivirus software. This is in addition to the physical security measures adopted by the Organisation to ensure that it takes all appropriate, reasonable technical and organisational measures to prevent (i) loss of, damage to, or unauthorised destruction of Personal Information, and (ii) unlawful access to or processing of Personal Information. The Organisation has a stringent security policy in place that every officer, employer and supplier of the Organisation must adhere to.

The Organisation confirms that it takes all reasonable measures to:

identify all reasonably foreseeable internal and external risks to any Personal Information in its possession or under its control; establish and maintain appropriate safeguards against any risks that are identified by the Organisation; regularly verify that these safeguards are effectively implemented by or on behalf of the Organisation; and ensure that such safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

COOKIES

The Website uses cookies in a limited way.

Cookies are small files containing information that a Website uses to track a visit by a user. The Organisation uses session cookies to better understand how the Website is used by users to improve the performance of the Website for users, particularly the way search pages are delivered. The Organisation has installed settings on the Website to ensure that session cookies do not remain on your computer at the end of your visit to the Website, and cannot be used to obtain any personally identifiable details.

THIRD-PARTY WEBSITES

The Website may contain links to third party websites. In the event that you follow a link to any of these websites, it is important to note that these websites have their own terms of use and privacy policies and that the Organisation does not accept any responsibility or liability for them. If you (i) are a client of the Organisation, or (ii) are a user of the Website, and you have purchased products or services from the Organisation, the Organisation may use your contact details to send you details of any new similar products or services which the Organisation thinks you would be interested in. In doing so, the Organisation will at all times comply with any applicable direct marketing laws.

Any communications that you do receive from the Organisation pursuant to clause 11.1 will set out how to opt out of receiving future communications from the Organisation, free of charge, if you no longer wish to receive material for any reason whatsoever. The

Organisation will only send you marketing messages when you tick the relevant boxes at certain times when engaging with the Organisation.

As the Organisation is not responsible for any representations, information, warranties and / or content on any Website of any third party (including websites linked to this Website), the Organisation does not exercise control over third parties' privacy policies and the onus is on the User to refer to the privacy policy of any such third party before providing them with any of your Personal Information.

UPDATING OF PRIVACY POLICY

The Organisation, in its sole discretion, reserves the right to update, modify or amend this Policy from time to time with or without notice. You therefore agree and undertake to review the Policy whenever you visit the Website. Save as expressly provided to the contrary in this Policy, any amended version of the Policy shall supersede and replace all previous versions thereof.

CONTACT INFORMATION

Questions, concerns or complaints related to this Policy or the Organisation's treatment of Personal Information should be directed to the email address set out on the website.

ACCEPTANCE OF TERMS

These Terms take effect as soon as you access the Website and constitute a binding agreement between the Organisation and yourself. The current version of these Terms will govern both the Organisation's and your rights and obligations each time you access this Website. If you do not agree with any provision contained in these Terms, you must immediately cease to use the website. Your failure to do so, and your continued use of and access to the Website, will mean that you have read, understood and agree to be bound in full by the provisions of these Terms. Unless the contrary is specified, these Terms apply whether you use and access either free or paid-for services offered by the Organisation on the Website.

USE OF THE WEBSITE

By accessing the Website, you warrant and represent that (i) your use of the website is for lawful purposes, (ii) you are over 18 (Eighteen) years of age, and (iii) you can legally conclude a binding agreement with the Organisation. You further warrant that you will not contravene any South African or international laws by using the Website, any services offered on the Website or any information provided to you by the Organisation through your use of the Website.

Except as expressly authorised by these Terms, you may not use, alter, copy, distribute, or transmit any content contained on this Website.

USE OF INFORMATION

The Organisation conducts its business in accordance with all South African legislation applicable and relevant to its business. One aspect of such legal compliance pertains to data

protection. The Organisation values the privacy of your information and will protect your personal information in accordance with all relevant laws and regulations. This includes the Protection of Personal Information Act no 4 of 2013 (“POPIA”) and all regulations promulgated in terms thereof.

By using the Website, and thereby accepting to be bound by these Terms, you expressly acknowledge, agree and consent to the Organisation and our suppliers, or any person authorised on our behalf, using your personal information, as this Term is defined by POPIA (“Personal Information”) for any purpose necessary for you to use the Website, or for the Organisation to render any service to you via the Website.

AMENDMENT OF TERMS

The Organisation, in its sole discretion, reserves the right to amend these Terms at any time. Any such amendments will come into effect immediately and automatically. Whenever the Organisation concludes any amendments to these Terms, the amended Terms will be posted on this page, together with an indication at the bottom of the page as to the date upon which the Terms were last revised. You agree to review these Terms for any such amendments whenever you visit the Website, and you will be deemed to have done so.

Should you not agree to any amendments of these Terms, you must immediately cease to access and use the Website.

CONTENT OF USERS

There are certain areas on the Website that allow users of the Website to upload questions, data, and other information (“User Content”). As a user, you are solely responsible for the User Content that you upload, display, and / or otherwise make available (“Add”) to the Website, and you hereby agree that the Organisation is only a conduit for the online sharing, distribution and publication of your User Content. The Organisation will not review or reference any such User Content except as may be provided in the Organisation’s privacy policy or as may be required by law. Unless otherwise stipulated by law, or unless the contrary is specified in any other Terms and conditions of the Organisation, all User Content is owned by the User who adds it to the Website. Subject to the foregoing two provisos, the Organisation does not claim any ownership rights in any User Content.

You agree not to Add any User Content that contains any information or content that (i) is not legally permitted; (ii) you do not have a right to make available under any law, or under contractual or fiduciary relationships; and / or (iii) you know is incorrect and / or inaccurate. You agree that any User Content that you Add to the Website does not and will not violate any third-party rights of any kind.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS For purposes of these Terms, “Intellectual Property Rights” means “any and all Intellectual Property Rights of whatsoever nature and form including, without limitation, patents, designs, copyright, trademarks, trade secrets and / or know-how, whether in existence now or whether arising in the future, and including all applications and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

Unless the contrary is expressly specified in these Terms, any and all content and material of whatsoever nature and form contained or depicted on the Website, or incorporated or embedded in any service offered on or via the Website, including, without limitation software, images, text, graphics, illustrations, logos, branding, and/ or photographs (“Organisation Content”), and all Intellectual Property Rights subsisting in such Organisation Content, vest exclusively in the Organisation. You hereby agree and undertake that you will at no time lay any claim to the Organisation Content, and / or to any Intellectual Property Rights subsisting in such Organisation Content.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or to any Intellectual Property Rights belonging to the Organisation, and you agree and undertake that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (i) modify, port, translate, localise or create derivative works of the Organisation Content, or any part thereof; (ii) by any means whatsoever, decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms contained or incorporated in any Organisation Content, or any part thereof, , or disclose any of the foregoing; (iii) sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute the Organisation Content, or any part thereof, including any Intellectual Property Rights subsisting therein, without the express written consent of the Organisation; (iv) encumber or create any lien or security interest in respect of any Organisation Content or any Intellectual Property Rights subsisting therein; and (v) knowingly take any action that would cause any of the Organisation Content to be placed in the public domain, or that would infringe any Intellectual Property Rights in the Organisation Content. Use of the Organisation Content, and any Intellectual Property Rights subsisting therein, for any purpose not expressly permitted by these Terms is strictly prohibited.

You understand and acknowledge that you may be exposed to User Content that is inaccurate, misleading and / or offensive and you agree that the Organisation will not be liable for any damages you allege to incur as a result of exposure to such User Content.

DISCLAIMER OF WARRANTIES AND LIABILITIES The Organisation does not make any warranties, representations, statements or guarantees, whether express, implied in law or residual, regarding the Website and any services offered on or via the Website, and these are provided on an "as is" basis. The Organisation also does not make any warranty or representation that any information contained on the Website or included in any services is appropriate for use in any jurisdiction.

Use of the Website, any Organisation Content and / or any service offered as a part thereof is entirely at your own risk. The Organisation makes no representations, warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of any of the foregoing.

The Organisation does not assume any responsibility for any errors, omissions or inaccuracies in the Website, the Organisation Content and / or any service that may be offered pursuant thereto.

Neither the Organisation nor its shareholders, officers, directors, employees, affiliate companies, agents and advisors (“Indemnified Parties”) shall be responsible for, and deny, all liability for any loss, harm, damage (whether direct, indirect or consequential) and / or

expense of any nature whatsoever which may be suffered by you and / or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of (i) the Website, and / or (ii) any information contained on or received via the Website (including any reliance you may place on such information), (iii) any Organisation Content, (iv) any services provided pursuant to the Website.

Without limiting the generality of the foregoing, the Indemnified Parties shall not be liable for any (i) loss of business, data and / or profits, (ii) failure and / or unavailability of the Website for any reason whatsoever, and / or (iii) failure / delay by any third party service provider to render any service/s which are necessary to ensure the availability of the Website.

You hereby indemnify the Indemnified Parties against any loss, liability, harm, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to any of the above or the foregoing.

INDEMNITY

In addition to the warranties and indemnities set out above, you hereby agree and undertake to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (iii) your violation of any third party right including, without limitation any Intellectual Property Right, or other property or privacy right; or (iv) any claim that the User Content caused damage to a third party. All indemnity provisions set out in these Terms will survive termination, modification or expiration of these Terms.

EXTERNAL LINKS

External links may be provided for your convenience; however, the Organisation makes no representations whatsoever about any third party website or its content. Use or reliance on any external links provided is entirely at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy displayed on any third party website. The Organisation has no control over such third party websites and will not be liable for any loss or damage of any nature that you may suffer, whether directly or indirectly, as a result of your use of third party websites.

CRAWLERS AND SPIDERS

No person, business or Website may use any technology to search and / or gain information from the Website without the Organisation's prior written permission.

GOVERNING LAW

These Terms and all matters or disputes arising from or incidental to them shall be governed and construed in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a competent court in the Republic of South Africa then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.