

**TERMS AND CONDITIONS FOR THE USE OF THE  
EUROLUX WEBSITE**

*Brought to you by: Eurolux (Proprietary) Limited*

**1. PREAMBLE**

These terms and conditions form an agreement between yourself and Eurolux (Proprietary) Limited. Accessing and using the content on the website constitutes the agreement. The content, including any new content added to the website from time to time, is provided subject to these terms and conditions. The terms and conditions may be amended without notice to you. Accessing and using the content after an amendment to the terms and conditions constitutes acceptance of the amended terms and conditions.

**2. DEFINITIONS**

- 2.1           **Agreement**                               means this agreement and the terms and conditions contained herein;
- 2.2           **Business Day**                           means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 2.3           **Content**                                       means data and information appearing on or accessible from the Site (such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software, energy calculators and counters, all of which is owned by Eurolux and/or its licensors), and includes Content distributed to a user via email in relation to or as a consequence of the user's accessing of the Site;
- 2.4           **ECT Act**                                       means the Electronic Communications and Transactions Act 25 of 2002;

- 2.5            **Eurolux**                                means Eurolux (Proprietary) Limited, registration number 2000/019019/07, a private company incorporated in accordance with the Company Laws of the Republic of South Africa;
- 2.6            **PAIA**    means the Promotion of Access to Information Act 2 of 2000;
- 2.7            **Site**    means the Eurolux website, accessible at <http://www.eurolux.co.za>, and includes any part of the website;
- 2.8            **Third Party Content**                        means information, pricing, opinions and other content supplied by third parties which may be available on the Site, and includes such content distributed to a user via email in relation to or as a consequence of the user's accessing of the Site; and
- 2.9            **Third Party Site**                                means a website maintained by parties other than Eurolux which can be accessed from the Site.

### 3.        **USE OF THE SITE**

- 3.1            Headings are for convenience only and do not affect the interpretation of the Agreement; the masculine shall include all genders and the singular shall include the plural; any reference to statutory provisions is a reference to such statutory provisions as amended or re-enacted from time to time.
- 3.2            The existence, construction, interpretation, operation and termination of the Agreement shall be governed by South African law without giving effect to the principles of conflicts of laws.

3.3 The rule of interpretation that a contract shall be interpreted against the party responsible for the drafting thereof (contra proferentem) shall not be applicable to this Agreement.

3.4 When any number of days is prescribed in the Agreement, same shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.

#### 4. USE OF THE SITE

4.1 You agree to use the Site for lawful purposes only. Without derogating from the generality of the foregoing, if you should choose to access or use this Site from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.

4.2 You are prohibited from posting or transmitting through the Site, by means of listings, reviews, comments, suggestions, ideas, questions or other information, any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable in any way, including but not limited to any content that:

4.2.1 encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law;

4.2.2 constitutes an invasion of privacy;

4.2.3 is an infringement of any intellectual property right;

4.2.4 contains software viruses; or

4.2.5 constitutes a political statement, commercial solicitation or "spam".

4.3 The following activity on or through the Site is expressly prohibited:

4.3.1 any non-personal or commercial use of any robot, spider, other automatic device or

technology, or manual process or similar data gathering and extraction tools to monitor or copy portions of the Site, or the content contained therein, without the prior written consent of Eurolux;

4.3.2 the use of any meta tags or other “hidden text” utilizing the Eurolux name or trademarks, without the prior written consent of Eurolux;

4.3.3 the framing or utilization of any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of Eurolux and its affiliates, without the prior written consent of Eurolux;

4.3.4 the collection or use of any listings, descriptions, or price lists from the Site for the benefit of a competing merchant that supplies products comparable to those offered or advertised on the Site;

4.3.5 any use or action that imposes an unreasonable or unusually large load of traffic on the Site, or otherwise interferes with its proper and timely functioning; and

4.3.6 the incorporation of any email addresses, names, telephone numbers and fax numbers published on the Site in any database used for electronic marketing or similar purposes. No permission is given or should be implied that Content on the Site may be used to communicate unsolicited communications to Eurolux and all rights detailed in Section 45 of the ECT Act are reserved.

4.4 You are responsible for maintaining the confidentiality and security of your user name and password for access to the Site, if applicable, and you accept full liability for all activities that occur under your user name.

4.5 From time to time, Eurolux may run competitions, free prize draws, and promotions on the Site. These competitions, free prize draws, and promotions may be subject to additional terms that will be made available at the time. Any competitions operated by Eurolux will be governed by the provisions of the Consumer Protection Act 68 of 2008, upon the commencement date thereof.

4.6 Your use of the Site requires internet access and certain software, and may require obtaining updates or upgrades from time to time. Because use of the Site involves hardware, software,

and internet access, your ability to use the Site may be affected by the performance of these factors. Accordingly, use of a high speed internet connection is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

## **5. SUBMISSION OF CONTENT**

5.1 Although Eurolux does not purport to review any submitted content (nor is it under any obligation to do so), it reserves the right to remove any content from the Site that it deems, in its sole discretion, to be an infringement of clauses 4 or 5 and/or harmful in anyway whatsoever. Should you breach this clause or any other clause in this Agreement, Eurolux may immediately terminate and/or suspend your access to all or parts of the Site, without any further notice to you.

5.2 You warrant that:

- 5.2.1 you own or otherwise control all rights to the content that you may submit to the Site;
- 5.2.2 any use of such content will not cause injury or harm to any person or entity; and
- 5.2.3 you will indemnify Eurolux and its affiliates, directors, officers, employees, suppliers and service providers for any and all claims resulting from the submitted content.

5.3 By submitting listings, reviews, comments and/or any other content (other than your personal details) to Eurolux for posting on the Site, you automatically grant Eurolux and its affiliates, directors, officers, employees, suppliers and service providers a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sublicense, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Subject to this licence being granted, you retain any and all rights that may exist in such content.

## **6. THE USE OF THIRD PARTY CONTENT**

- 6.1 Eurolux hosts Third Party Content on the Site for convenience.
- 6.2 Eurolux does not, and does not undertake to, review or control any Third Party Sites that link to or from the Site (nor is it under any obligation to do so). Eurolux is not responsible for the content of any Third Party Site linked to or from the Site and Eurolux has no editorial control over such content.
- 6.3 Opinions, statements, offers or any other information that may constitute Third Party Content remain that of the respective user and not of Eurolux, its affiliates or any of their directors, officers, employees or agents. Eurolux, its affiliates, directors, officers, employees or agents do not guarantee the accuracy, completeness, and/or usefulness of any Third Party Content. All Third Party Content is provided “as is” and “as available”.
- 6.4 It is your responsibility to evaluate Third Party Content available on and through the Site. Eurolux and its affiliates, and their directors, officers and employees are not liable for any loss, damage or harm caused by your reliance on Third Party Content obtained on or through the Site. Before making any decision or placing any reliance on Third Party Content provided on or through the Site, you should take all further reasonable steps to ensure and verify the accuracy of such content. This notice must be displayed in its entirety should you wish to publish any Third Party Content obtained from the Site.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All Content included on this Site, including the compilation (meaning the design, collection, arrangement, and assembly) thereof, is the property of Eurolux or its content suppliers and is protected by South African and international copyright laws.
- 7.2 Except as stated herein, none of the Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise,

except as permitted by the fair use privilege under the South African copyright laws, or with the prior written consent of Eurolux or the copyright owner.

7.3 You are expressly prohibited from “mirroring” any Content, whether contained on the Site or on any other server, without the prior written consent of Eurolux.

7.4 You are granted a limited, revocable, and non-exclusive right to create a hyperlink of the Site so long as the link:

7.4.1 is a text-only link containing only the name “Eurolux” and does not portray Eurolux, its affiliates, or their products or services in a false, misleading, derogatory, defamatory or otherwise offensive matter;

7.4.2 points only to the Site’s homepage (i.e. [www.eurolux.co.za](http://www.eurolux.co.za)) and not to other or deeper pages;

7.4.3 upon activation by a user, displays that page full-screen in a fully-operable and navigable browser window and not within a “frame” on the linked Site;

7.4.4 does not contain the Eurolux logo or other proprietary graphic or trademark, without the express permission of Eurolux, its affiliates or content suppliers, or the owner of the proprietary graphic or trademark; and

7.4.5 through its appearance, position, or other related aspects creates neither the false impression that an entity or its activities or products are associated with or sponsored by Eurolux nor be such as to damage or dilute the goodwill associated with the name and trademarks of Eurolux and its affiliates.

7.5 All trademarks are the exclusive property of Eurolux.

7.6 The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could lead to criminal prosecution as well as personal liability for damages.

7.7 If you believe that your work has been copied and is accessible on the Site in a way that

constitutes copyright infringement, or that the Site contain links or other references to another online location that contains material or activity that infringes your copyright, please contact Eurolux.

## **8. LIMITED LIABILITY**

8.1 The Content published on the Site, including without limitation, text, graphics and links, are provided on an “as is” basis. Although care has been taken to ensure the accuracy of the Content on this Site, Eurolux makes no representations or warranties of any kind, whether express or implied, as to the operation of the Site or the accuracy, correctness or completeness of the Content, or products included on the Site, including any representation of the colour, appearance, qualities or features of any product, all of which might be affected by factors outside of the control of Eurolux, including but not limited to screen resolution, calibration and other system variables. Without limiting the generality of the foregoing:

8.1.1 Eurolux does not warrant that the Site will be error-free, or that the Site, the Content and/or the information contained therein will meet any particular criteria of accuracy, completeness, reliability, performance, timeliness, suitability or quality; and

8.1.2 whilst Eurolux has taken measures to ensure the integrity of the Site and its Content, no warranty, whether express or implied, is given that any Content, files, downloads or applications available via the Site, or that electronic communications sent by Eurolux, are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or in any way affect the operation of your system.

8.2 To the extent that the Content includes information about prices or quotations (“Pricing Information”):

8.2.1 product availability and Pricing Information are subject to change without notice;

8.2.2 the provision, publication or distribution of such Pricing Information is done for information purposes only, shall constitute a non-binding estimate and shall not be construed as an offer by Eurolux, any of its affiliates or any Third Party to contract



with you or any other person, and neither Eurolux, nor any of its affiliates, nor any Third Party shall incur any obligations or liability to you or any other person in relation to or as a consequence of the provision, publication or distribution of such Pricing Information; and

8.2.3 any personal information provided to Eurolux by means of the Site will only be used by Eurolux and/or one of its business partners for the purpose of providing you with Pricing Information. Any personal information provided to Eurolux in accordance with this Clause 8.2 will be processed in accordance with Clause 9.

8.3 Electronic communications and the internet are inherently unstable and prone to interruptions or failures. The Site will be subject to both scheduled and ad hoc maintenance and updates which may lead to interruptions in the delivery of the Content of the Site. Eurolux does not warrant, guarantee or represent that the Site will be provided uninterrupted and without failures.

8.4 TO THE FULL EXTENT PERMISSIBLE BY SOUTH AFRICAN LAW, EUROLUX, ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". EUROLUX AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE EUROLUX SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

## **9. PRIVACY**

9.1 Eurolux respects the privacy of the users of its Site. Eurolux will take steps to protect the personal information of such users and for the purpose of this clause, "personal information" shall be defined as detailed in PAIA. Without limiting the foregoing:

9.1.1 Eurolux is dedicated to maintaining the privacy of its online visitors and users. On

this Site, Eurolux does not collect personally identifiable information from individuals unless they provide it to us voluntarily and knowingly.

9.1.2 Any information collected is used solely by Eurolux and its business partners who are involved in the operation of this Site for internal purposes or are required to process personal data in the provision of services to Eurolux, including but not limited to Pricing Information, as defined in Clause 8.2 above. Eurolux's client lists are never sold to third parties, and Eurolux will not share personally identifiable information with third parties unless:

9.1.3 the person who has submitted the information has authorized us to do so;

or

9.1.4 if we are required to do so by law,

there being the possibility that under certain circumstances the force of law may require the provision of information to legal authorities. In order to maintain the integrity of its Site and safeguard the interests of its users, Eurolux will comply with any such legally binding request.

9.1.5 You further acknowledge that any information sent by you over the internet, whether by email or otherwise, may be intercepted by unauthorised third parties and/or be altered or lost.

9.2 Eurolux may process personal information for the following, non-exclusive purposes:

9.2.1 providing a personalised service;

9.2.2 conducting market research surveys;

9.2.3 running competitions; and

9.2.4 providing you with information about products and services on offer.

9.3 BY ACCESSING THE SITE, APPLYING ONLINE FOR CERTAIN PRODUCTS AND SERVICES OR REGISTERING FOR ONE OF THE SERVICES OFFERED ON THE SITE,

YOU HEREBY PROVIDE EUROLUX WITH YOUR EXPRESS WRITTEN PERMISSION TO USE AND SHARE CERTAIN OF YOUR PERSONAL INFORMATION WITH AN AFFILIATE PARTY IN THE ORDINARY COURSE OF OUR BUSINESS OF PROVIDING YOU WITH PRODUCTS AND SERVICES AND INFORMATION THEREON.

9.4 Eurolux may from time to time use your contact information to tell you about news or events provided by Eurolux or one of its strategic partners. You may opt out of receiving such mailings, either when you register with Eurolux or at any time afterwards. Eurolux may also contact you with important information about your registration details even if you have opted out of receiving promotional emails.

9.5 Eurolux may electronically collect, store and use the personal information of users, including but not limited to the following:

9.5.1 title, name and surname;

9.5.2 street and postal address;

9.5.3 contact numbers;

9.5.4 non-personal browsing habits and click patterns;

9.5.5 date and time of access to the Site;

9.5.6 pages accessed while at the Site;

9.5.7 the internet address of the website from which the user linked directly to the Site;  
and

9.5.8 email and internet protocol addresses.

9.6 Eurolux collects, stores and uses the abovementioned information in order to, among other things:

9.6.1 communicate requested information to users;

9.6.2 provide services to users as requested by users;

9.6.3 authenticate users;

9.6.4 provide users with access to restricted pages on this Site;

- 9.6.5 compile non-personal statistical information about browsing habits, click-patterns, and access to the Site; and/or
- 9.6.6 improve the Site, analyze trends and administer the Site.
- 9.7 Information detailed above is collected either electronically by using cookies or is provided voluntarily by users. Users may determine cookie use independently through their browser settings.

## **10. JURISDICTION**

- 10.1 You hereby consent and submit to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town, in any dispute arising from or in connection with this Agreement.
- 10.2 Notwithstanding the foregoing, Eurolux shall at its discretion be entitled to institute action in any appropriate Magistrate's Court in any dispute arising from or in connection with this Agreement, and you hereby agree, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, that Eurolux may take any legal proceedings for enforcing any of its rights under this Agreement in the Magistrate's Court of any district having jurisdiction by virtue of Section 28(1) of the aforesaid Act.
- 10.3 As the Site is targeted at South African citizens and residents, any limitations on implied warranties or the exclusion or limitation of certain damages which may be applicable under the laws of any other jurisdiction are expressly waived by you, and to the extent that they cannot be waived, you shall not enter into any transactions with Eurolux.

## **11. TERMINATION**

- 11.1 Eurolux may terminate your account at any time for any reason, including any improper use of this site or your failure to comply with this Agreement.
- 11.2 Such termination shall not affect any right to relief to which Eurolux may be entitled.

11.3 Upon termination of this Agreement, all rights granted to you will terminate and revert to Eurolux.

## 12. OTHER PROVISIONS

12.1 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

12.2 This Agreement, including any documents referenced herein, represents the entire contract between you and Eurolux regarding your relationship with Eurolux and use of the Site and supersedes any prior statements or representations.

12.3 Eurolux may at any time modify this Agreement and your continued use of this Site will be conditioned upon the Agreement in force at the time of your use.

12.4 No relaxation or indulgence offered by Eurolux to you, or failure by Eurolux to completely enforce its rights in terms of this Agreement or the law in general shall in any way prejudice Eurolux from exercising its complete and unrestricted rights in terms of this Agreement or in terms of the law.

## 13. CONTACT INFORMATION

Eurolux (Proprietary) Limited is a company incorporated in accordance with the laws of the Republic of South Africa.

*Company Registration Number:* 2000/019019/07

*Registered Address:* 27<sup>th</sup> Floor, Thibault Square, Cape Town, 8001, South Africa

*Registered Postal Address:* PO Box 2785, Cape Town, 8000, South Africa

Johannesburg Showroom

*Physical Address:* 10 Milkyway Avenue, Linbro Business Park, Sandton, 2065,  
Johannesburg, South Africa

*Postal Address:* PO Box 1501, Kelvin, 2954, South Africa

*Telephone Number:* +27 11 608 2970 / 2975

*Fax Number:* +27 21 528 8500

Cape Town Showroom

*Physical Address:* 9 Racecourse Road, Milnerton, Cape Town, 7441, South Africa

*Postal Address:* PO Box 1285, Milnerton, 7435, South Africa

*Telephone Number:* +27 21 528 8400 / 8500

*Fax Number:* +27 21 528 8500

*Website:* <http://www.eurolux.co.za>

*Email address:* [info@eurolux.co.za](mailto:info@eurolux.co.za)

The directors of Eurolux are:

Steven John Palframan;

Peter Willig; and

Shaun Kelly Bouchier.