

GOLD INVEST SA (PTY) LTD

TERMS AND CONDITIONS

Last Updated: 18 March 2025

1. INTRODUCTION

1.1. This website can be accessed at www.sagoldmarkets.com, related mobi-sites and software applications (the “**Website**”) and is owned and operated by Gold Invest SA (Pty) Ltd t/a sagoldmarkets.com (“**GISA**”, “**we**”, “**us**” and “**our**”).

1.2. These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Goods, and the use of the Website.

1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). ***By using the Website and by clicking on the “Register Now”/“Sign up” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.***

1.4. The Website enables you to shop online for an extensive range of goods which may include footwear, apparel, sport, home and kitchenware, baby and toddler products, electronics, health and beauty products, movies and TV, gaming, books, music, toys and pet supplies (“**Goods**”).

2. IMPORTANT NOTICE

2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).

2.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

2.2.1. may limit the risk or liability of GISA; and/or

2.2.2. may create risk or liability for the user; and/or

2.2.3. may compel the user to indemnify GISA; and/or

2.2.4. serves as an acknowledgment, by the user, of a fact.

2.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask GISA to explain it to you before you accept the Terms and Conditions or continue using the Website.

2.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or GISA in terms of the CPA.

2.6. GISA permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2.7. These Terms and Conditions are divided into three sections, as follows:

- **Part A – Orders and Sales;**
- **Part C – Privacy Policy; and**
- **Part D – General Legal Terms.**

3. RETURNS

Please refer to our Returns Policy for more information about cancelling orders after delivery, and about returns (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

PART A – ORDERS AND SALES

4. REGISTRATION AND USE OF THE WEBSITE

4.1. Only registered users may order Goods on the Website.

4.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to GISA. You will need to use your unique username and password to access the Website in order to purchase Goods.

4.3. You agree and warrant that your username and password shall:

4.3.1. be used for personal use only; and

4.3.2. not be disclosed by you to any third party.

4.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

4.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

4.6. You agree to notify GISA immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

4.7. By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

4.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

4.9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

4.10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

5. CONCLUSION OF SALES AND AVAILABILITY OF STOCK

5.1. Registered users may place orders for Goods, which GISA may accept or reject. Whether or not GISA accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by GISA for the Goods.

5.2. NOTE: GISA will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and GISA come into effect (the "Sale"). This is regardless of any communication from GISA stating that your order or payment has been confirmed. GISA will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

5.3. Orders may not be cancelled after receipt of payment of the Goods by GISA. After dispatch of your Goods, you may cancel the Sale only in accordance with the Returns Policy.

5.4. Placing Goods in a shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available. You cannot hold GISA liable if such Goods are not available when you complete or attempt to complete the purchase cycle at a later stage.

5.5. You acknowledge that stock of all Goods on offer is limited. In the case of Goods for sale by GISA, GISA will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer

available after placing an order, GISA will notify you and you will be entitled to a refund of the amount paid by you for such Goods.

5.6 Please note that all fragrances have been imported without the approval of the manufacturer or its licensed supplier. Therefore these goods will not be covered by the warranty of the manufacturer or its licensed supplier. However, the GISA Returns Policy applies to all items purchased on Sagoldmarkets.com.

6. PAYMENT

6.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

6.2. Payment can be made for Goods via -

6.2.1. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Goods will be cancelled. ***You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;***

6.2.2. Instant EFT via Paystack, YOCO;

6.2.3. eWallet

6.2.4. PayPal;

6.3. The above payment options are explained in more detail in our Frequently Asked Questions (“**FAQ**”): Payment Assistance, which is incorporated by reference.

6.4. You may contact us via email at info@sagoldmarkets.com to obtain a full record of your payment. We will also send you email and SMS communications about your order and payment.

6.5. Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

7. DELIVERY OF GOODS

7.1. GISA offers one method of delivery of Goods to you, which is via courier.

7.2. Please see details of our delivery and shipping terms and conditions in our FAQ: Shipping Information, which is incorporated by reference.

7.3. Some items (heavy or large, based on volumetric weight) may carry additional delivery fees. These additional fees are included in the delivery cost upon checkout.

7.4. Where it accepts your order, GISA will deliver the Goods to you as soon as reasonably possible. We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

7.5 GISA will not be liable if unable to deliver because of following Force Majeure Events:

Force Majeure

Events of Force Majeure

For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Instances of Force Majeure

Subject to the provisions of clause 1.1, Events of Force Majeure shall include, but not be limited to:

(a) the following Natural Force Majeure Events: fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God; explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents; to the extent that they do not involve [country] or take place outside of [country], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage; strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action; in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the

Concessionaire's Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events: to the extent they take place in [country], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage; to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire; failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions); any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal); expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor; any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority; in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

Effects of an Event of Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event. Additionally, the Concessionaire, [but not [] in respect of []], shall be excused from performance and shall not be in default in respect of any obligation under this Agreement to the extent that the failure to perform such obligation is due to a Political Force Majeure Event.

Notice of an Event of Force Majeure

In the Event of Force Majeure, the Party shall, notify the other Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavours to:

- (i) overcome the effects of the Event of Force Majeure;
- (ii) mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and
- (iii) ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable, provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees.

8. ERRORS

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

9. VOUCHERS AND COUPONS

9.1. GISA may from time to time sell electronic gift vouchers (“**Vouchers**”) and make electronic promotional codes (“**Coupons**”) available for use on the Website towards the purchase of GISA products. More specifically:

9.2. Vouchers

9.2.1. Vouchers are valid for 3 years after sale. If your Voucher has not been used within that period, it will expire.

9.2.2. Vouchers cannot be used to buy other Vouchers or Coupons, and are not transferable. Vouchers are only eligible for redemption via the original email address that they were sent to. Vouchers do not accrue interest and are not refundable for cash once purchased.

9.2.3. If your Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.

9.3. Coupons

9.3.1. Coupons are issued electronically in GISA's sole discretion. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

9.3.2. As a general rule, and unless specified otherwise on the specific Coupon itself:

9.3.2.1. a Coupon can only be used once, with promotional offers on the Website;

9.3.2.2. only one Coupon can be used per person unless GISA specifies otherwise; and

9.3.2.3. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.

9.3.3. Coupons cannot be used to buy Vouchers or other Coupons, cannot be exchanged for cash, and are not transferable to any other person.

9.3.4. If GISA is running a special on the Website where a discount is automatically applied upon check-out, and you try to redeem a Coupon as well, the Website will automatically apply the promotion of greater value or benefit to you.

9.4. Site Promotions

From time to time GISA will run promotions. These promotions will either be on selected products or site wide. For each promotion there will be specific terms and conditions. Promotions may require the users to apply the stated promo-code to their cart during the check-out process.

10. CHANGES TO THESE TERMS AND CONDITIONS

10.1. GISA may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

10.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

11. ELECTRONIC COMMUNICATIONS

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 10 above.

12. OWNERSHIP AND COPYRIGHT

12.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright

and trade mark law. The Website Content is the property of GISA, its advertisers and/or sponsors and/or is licensed to GISA.

12.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

12.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin Manager at 0720540692 or e-mail info@sagoldmarkets.com.

12.4. Where any of the Website Content has been licensed to GISA or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

13. DISCLAIMER

13.1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

13.2. Whilst GISA takes reasonable measures to ensure that the content of the Website is accurate and complete, GISA makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.

13.3. GISA disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

13.4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

13.5. Any views or statements made or expressed on the Website are not necessarily the views of GISA, its directors, employees and/or agents.

13.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, GISA 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 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 your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to

corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of GISA, its employees, agents or authorised representatives. GISA thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

14. LINKED THIRD PARTY WEBSITES

14.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and GISA is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.

14.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

15. LIMITATION OF LIABILITY

15.1. GISA cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of GISA, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to info@sagoldmarkets.com or by contacting 0720540692.

15.2. GISA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

15.3. YOU HEREBY INDEMNIFY GISA AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

16. AVAILABILITY AND TERMINATION

16.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

16.2. GISA may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that GISA will not be liable to you in the event that it

chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.

16.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

17. GOVERNING LAW AND JURISDICTION

17.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

17.2. In the event of any dispute arising between you and GISA, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

17.3. Nothing in this clause 18 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

18. NOTICES

18.1. GISA hereby selects 29 Tshiomate Close, Office B9 Miracle Park, Rooihuiskraal, Centurion, Pretoria, 0157 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**nominated address**"). GISA may change this address from time to time by updating these Terms and Conditions.

18.2. You hereby select the address specified on the Goods order form as your nominated address, but you may change it to any other physical address by giving GISA not less than 7 days' notice in writing.

18.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

18.3.1. by hand will be deemed to have been received on the date of delivery;

18.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting; And

18.3.3. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

19. GISA INFORMATION

For the purposes of the ECT Act, GISA's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

19.1. Full name: Gold Invest SA (Pty) Ltd t/a Sagoldmarkets.com, a private company registered in South Africa with registration number 2023/004480/07

19.2. Main business: Online retailer

19.3. Physical address for receipt of legal service (also postal and street address): 2nd Floor, Unit 4, Centurion Gate Business Park, Akkerboom Street, 0157.

(marked for attention: CEO and Legal)

19.4. Office bearers: Matome Ramatsui, Motlatso Ramatsui, Nkgomeleng Ramatsui

19.5. Phone number: +27 71 269 8738

19.6 PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#).

Third-Party Sellers' information is available in the relevant Product listing and/or via the customer support centre contactable via our Help page.

20. GENERAL

20.1. GISA may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

20.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

20.3. Any failure on the part of you or GISA to enforce any right in terms hereof shall not constitute a waiver of that right.

20.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

20.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

20.6. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

20.7. These Terms and Conditions contain the whole agreement between you and GISA and no other warranty or undertaking is valid, unless contained in this document between the parties.