

## **PROTOUCH SPORTS SHOP TERMS AND CONDITIONS**

The ProTouch Sports online shop enables buyers to purchase Products provided by ProTouch Sports and its sponsors and partners. All visitors to the site will be able to see and buy the products on offer subject to these terms and conditions, as amended from time to time. All users and account holders including those that purchase from the site will be bound by these terms and conditions. By registering or using the site at all you recognise that you have read and accepted these terms and conditions.

### **ELECTRONIC COMMUNICATIONS**

By using this Website or communicating with ProTouch Sports by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **PRIVACY**

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by ProTouch Sports and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by ProTouch Sports under any circumstances.

ProTouch Sports cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may

result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

### **UPDATING OF THESE TERMS AND CONDITIONS**

ProTouch Sports reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

ProTouch Sports provides certain information on the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals,

Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright to ProTouch Sports, its affiliates, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. ProTouch Sports reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **LIMITATION OF LIABILITY**

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. ProTouch Sports makes no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

The Website sells various products from third party sponsors and partners. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds ProTouch Sports harmless against any loss, injury or

damages which may be sustained as a result of using the products sold on the Website.

### **CHOICE OF LAW**

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws.

These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between ProTouch Sports and the User with regard to the use of the Content and this Website.

### **E-COMMERCE PRODUCTS**

ProTouch Sports products sold are covered by normal manufacturing warranty.

A contract of ("sale") between you and ProTouch Sports only comes into effect once you have fully completed AND submitted the online order form for one or more products in your basket ("shopping cart") AND your payment has been authorised by

ProTouch Sports (or has been received into ProTouch Sports bank account). The above is dependent on the product being available. Products on this website cannot be reserved to be bought at a later stage, and placing an item in your basket without completing the order does not amount to a sale or an order. This means that ProTouch Sports may remove any item from your basket before the sale actually takes place in the event of the product going out of stock. ProTouch Sports cannot be held responsible if an order has become unavailable by the time you try to complete a purchase at a later stage.

In the event that a dispute should arise between ProTouch Sports and yourself which needs settling by means of litigation, reading and signing off on these terms and conditions implies your agreement that the High Court of South Africa has jurisdiction to settle the dispute.

## **PAYMENT**

Payment can be made via the Website by -

- *Credit card* - where payment is made by credit card, we may require additional information in order to verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as this additional information is required. All online credit card payments are processed by the secure Payfast Internet Payment Gateway. Card Holders may visit [www.payfast.co.za](http://www.payfast.co.za) to view Payfast's security policy.
- When you place an order, the transaction details are presented to the bank for authorisation of the payment amount. If authorisation is not obtained from the bank, the order is cancelled. You guarantee that you are fully authorised to use the credit card for payment of your order

and that there are sufficient funds in this credit card account to cover the costs of any transactions you complete on ProTouch Sports.

- Direct bank deposit or electronic funds transfer, in which event, you must make payment within 24 hours of placing your order, and ProTouch Sports will not execute the order until receiving confirmation that payment has been received; Please be sure to use your order no number as payment references.
- ProTouch Sports will supply all goods to the delivery company in good order. ProTouch Sports will not be held liable for the condition of goods arriving at the User's chosen delivery address.

## **DELIVERY**

ProTouch Sports will do its best to ensure availability of all advertised products and endeavour to dispatch all parts within the quoted time. If there is a delay, we will inform you of this via email and the product will be dispatched as soon as it is available. If you have ordered multiple items they may arrive separately.

Occasionally we find ourselves having to withdraw an item because it has become obsolete or has been discontinued. If you have placed an order for an item that has been made obsolete we will inform you as soon as possible and offer you an alternative if one is available.

ProTouch Sports delivers at a charge within South Africa, either door to door or to the dealer selected by you during the checkout process. Irrespective of the delivery location, ProTouch Sports aims to deliver within 6 working days. Door to door deliveries are sent to a street address. No PO Box deliveries are done.

## **PLACE OF DELIVERY**

ProTouch Sports delivers within business hours in the Republic of South Africa. As buyer, you indicate where in South Africa you would like your delivery to be made, as well as contact numbers to be used in connection with delivery. Your parcel will be delivered to the address you specify in the checkout process.

In the case of door to door delivery, if nobody is present at the address at the time of delivery, our courier will on the second attempt of delivery use the mobile phone number you provided in your order and/or leave a note (in the letterbox if a residential address) to indicate that there was an attempted delivery. The courier will try once more, and if at that time there is still no one to sign for the parcel, it will be your responsibility to call the ProTouch Sports or send an email to [info@ProTouchsports.co.za](mailto:info@ProTouchsports.co.za) to arrange delivery. If you don't contact the ProTouch Sports within 5 working days of the courier attempting the second delivery, the courier will return the parcel to ProTouch Sports, and we will contact you via email to discuss potential redelivery at your own cost. If this attempt does not succeed within a reasonable amount of time, ProTouch Sports will simply reimburse you.

## **DELIVERY TIME AND DELAYS**

Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa is 6 working days. Deliveries are made to street addresses or to the dealer selected by you during the checkout process. All ProTouch Sports deliveries take place during business hours i.e. there are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address.

ProTouch Sports has no liability to you for any delay in the delivery of products ordered. We will do our best to get all orders sent out

as quickly as possible. You have the right to cancel delayed orders at any time, just [info@ProTouchsports.co.za](mailto:info@ProTouchsports.co.za) with your order number.

## **DELIVERY COMPLETED**

A delivery is considered complete as soon as the parcel is handed to an individual at your specified delivery address, or to the dealer selected by you during the checkout process. This also applies when the package has been handed over by the courier, as indicated in the courier's tracking system. It is your responsibility, as buyer, to ensure that you inspect the parcel on arrival and makes known any justifiable complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has clearly been damaged. Such complaints and claims must be brought to the attention of ProTouch Sports via email [info@protouchsports.co.za](mailto:info@protouchsports.co.za).

## **CANCELLATION, RETURN AND REFUND POLICY**

The provision of goods and services is subject to availability. In cases of unavailability, ProTouch Sports will refund the client in full within 2 days. Cancellation of orders by the client will attract a 10% charge for administration costs.

ProTouch Sports reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet ProTouch Sports' standards or to prevent fraud. Should ProTouch Sports exercise this right, the User will receive a full refund with no deductions.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the ProTouch Sports support team by e-mailing them [info@ProTouchsports.co.za](mailto:info@ProTouchsports.co.za).

## **RETURNS**

Goods may only be returned when defective, damaged or if the product supplied is not the same product as what was ordered. If the Goods are defective in any way this must be reported as soon as reasonably possible after the product having been delivered to you and must be returned to us within a period of 30 days after delivery. If the Goods are not the same as what was ordered this must be reported within 24 hours of delivery. Any damage must also be immediately reported, within 24 hours of delivery.

If the Goods have been approved for return, ProTouch Sports will notify you and either arrange for our couriers to collect the item from you or request that you return it to the dealer where you collected the goods (if so chosen by you when you checked out).

For more information regarding fees/charges etc. relating to returns please see our Delivery and Return Policy.

## **CANCELLATION AND REFUNDS**

You are entitled to cancel your order for the Goods, without penalty, within 7 days of the Goods having been delivered to you. In such an event -

- you will receive a full refund of the purchase price within 30 days of the date of cancelling this agreement;
- you undertake not to utilise the Goods;
- your agreement of purchase will be deemed to have been cancelled, and
- you will be liable in terms of section 44(2) of the Electronic Communications and Transactions Act 25 of 2002 (as amended from time to time) for the direct costs of returning the Goods, such as courier and/or shipping charges.

## **WARRANTEES**

Products sold through ProTouch Sports are serviced and supported exclusively by the original manufacturer (via local importers) in accordance with the terms and conditions packaged with the product(s). The respective manufacturer's limited warranties therefore apply. Full details of the applicable manufacturer's warranty cover can be obtained from their websites. Please note that warranties only cover manufacturing faults and defects and do not cover damage caused by normal wear and tear or abuse.

If you feel that your product has developed a fault and should be exchanged under warranty, please contact our support team [info@ProTouchsports.co.za](mailto:info@ProTouchsports.co.za) to determine whether this is indeed a warranty issue (emailing pictures would assist us). This is to eliminate unnecessary transport costs. We will contact the supplier and do our best to sort out the problem.

Warranties are only applicable on products owned by the first owner

Once the warranty has been approved we will contact you to arrange for the return of the goods to ProTouch Sports. ProTouch Sports will not held responsible for items that are damaged in transit or lost/stolen so please insure/check it before sending it to us.

## **PRICING, ERRORS AND OMISSIONS EXCEPTED**

Every effort is made to ensure the accuracy of information contained in the online store and of all invoices. Discrepancies can arise due to model changes and stock availability.

ProTouch Sports cannot be held liable for items supplied that are not to the specification described. Prices are also subject to change due to fluctuating exchange rates. All prices include VAT. Prices are updated regularly and may change without prior notice. ProTouch Sports reserves the right to change prices without notice from time to time.

## **DISCLAIMER OF WARRANTIES**

All content of this web site is provided 'as is' and 'as available' and ProTouch Sports makes no representation or Warranties, express or implied, including but not limited to warranties, as to the correctness or suitability of content. The web site owner, employees, suppliers, ISPs, partners, affiliates and agents, shall not be liable for any damage, loss or liability, howsoever arising, incurred by users or any other persons and resulting from the use or inability to use this web site.

ProTouch Sports disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this site in any manner. The web site owner has no control over third party content and features which can be accessed through the use of this web site and does not examine or edit such content and features or act as an agent for third parties accessible through this web site. As such and to the fullest possible extent permissible under law the web site owner disclaims any liability whatsoever for any loss or damage arising from third party content or access.

## **DISCOUNT VOUCHERS**

ProTouch Sports may from time to time release printed or digital discount vouchers/coupons (hereafter referred to as vouchers). Such vouchers may be available through the website and/or from third-party websites, in magazines and other media.

### **General**

- Vouchers can be used for discounts on the site only as long as the voucher is valid. Given expiry dates cannot be moved.
- Promotional vouchers
- Promotional vouchers are issued at ProTouch Sports' discretion. Users don't have the right to promotional vouchers and can't earn them. Promotional vouchers are

issued with specific terms and conditions that regulate how and when they can be used.

- In general, unless otherwise specified on the voucher itself: a voucher is only valid for 30 days from date of issue.
- A voucher can only be used against a purchase on the site when the purchase meets the terms and conditions as specified on the voucher.
- A voucher can only be used once and only one voucher can be used per shopping basket. Vouchers are not transferrable and cannot be exchanged for cash. The discount value of the voucher will be deducted from the total amount in your shopping cart. The remaining balance, if any, must be paid by you.
- Returning an item bought with the use of a voucher
- If you have redeemed a voucher or discount voucher against a purchase, and you'd like to return all items purchased, ProTouch Sports will refund you or credit your account with the rand value of the purchase and re-issue the voucher or discount voucher, with the same associated terms and conditions.
- If you have used a voucher or discount voucher against a purchase and then return some of the items purchased, ProTouch Sports will recalculate the total value of your purchase AFTER the returned item(s) has/have been deducted. If the recalculated purchase value no longer meets the terms and conditions associated with the voucher, ProTouch Sports reserves the right to deduct the value of the voucher off the refund for the returns, or, should you have credit in your ProTouch Sports account, to debit the value of the voucher off your account balance. Vouchers cannot:
  - Be used to buy other vouchers

- Be exchanged for cash
- Be transferred to anyone else
- Be used after the expiry date which is 30 days from date of issue
- Be used together with any other promotion, including against sales/ clearance items that have already been discounted or are on special offer

### **Gift Vouchers**

ProTouch Sports may make physical and/or electronic gift vouchers ("Vouchers") available on the Website from time to time. Vouchers can only be redeemed:

- while they are valid, their expiry dates being unable to be extended;
- on the Website towards the purchase of ProTouch Sports.co.za products.

Gift Vouchers cannot be:

- used to purchase other Vouchers or Coupons;
- used towards purchases at any affiliate website/s or
- exchanged for cash

Please note that certain vouchers may be product-specific in that they can only be used to purchase specific ProTouch Sports.co.za products listed on the Website.

- Gift voucher value can be set by you, to any value between R50 and R10 000.
- The chosen value must be in rands, no cent values are permitted.
- You may use more than 1 voucher per transaction, should you wish to.
- If a gift voucher is used to purchase a cart that is of a higher value than the voucher, the residual amount will be tied to the voucher code.

- You can check the balance of a gift voucher within your user account section.
- If you have a gift or promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.
- We assume no liability for the loss, theft or illegibility of gift or promotional coupons.

### **Conditions for the redemption of gift vouchers:**

- You may purchase gift vouchers for use on the Site by yourself or as a gift. These gift vouchers will be sent to you or your chosen recipient via email.
- Gift vouchers cannot be used to buy further gift vouchers. Gift vouchers may only be purchased through cheque, credit card or ETF.
- The credit of a gift voucher does not accrue interest nor does it have a cash value.
- Gift vouchers are not refundable for cash once purchased.
- If the credit of a gift voucher is insufficient for the Order you wish to make, you may make up the difference through either card or EFT payment.

### **Amendments to these Terms and Conditions**

- ProTouch Sports reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly.
- Any such change will only apply to your use of this Website after the change is displayed on this Website.
- If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

## **Disclaimer**

Any user who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

While ProTouch Sports takes reasonable measures to ensure that the contents of this Website are accurate and complete, ProTouch Sports makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

All information provided on this 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. ProTouch Sports does not accept any responsibility for any errors or omissions on this Website.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, ProTouch Sports also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

## **Third party websites**

ProTouch Sports website may contain links or references to other websites (“Third Party Websites”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to

those Third Party Websites and ProTouch Sports is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.

Notwithstanding the fact that this 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.

## **Breach**

If any party (Defaulting Party) breaches any of these terms and conditions and fails to remedy such breach within 14 (fourteen) days of receipt of notice to remedy the breach, the aggrieved party shall be entitled to claim specific performance or to cancel this agreement forthwith upon written notice to the defaulting party, without prejudice to its right to recover:

- any amounts that may be due to it in terms of this agreement; and
- any loss or damage suffered as a consequence of the breach or the cancellation of this agreement.

## **Governing law and jurisdiction**

Our relationship and/or any dispute arising from or in connection with these terms and conditions of sale shall be governed by the laws of the Republic of South Africa. You agree to be subject to the exclusive jurisdiction of the South African courts.