

## WEBSITE USAGE TERMS AND CONDITIONS

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use ("the Terms"), which together with our Privacy Policy govern the relationship with you in relation to this website. If you disagree with any part of these Terms, please do not use our website. Clicking on the "I agree" button serves as proof that you have read and accepted these Terms.

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### 1 DEFINITIONS

Generally, words and expressions used in these Terms shall bear the ordinary meaning assigned to them unless the context indicates otherwise. The following specified words and expressions shall bear the meanings assigned thereto and cognate words and expressions shall bear corresponding meanings:

- 1.1 When we say "**Booking**" we mean the purchase of a Listed Activity from a Service Provider through the Website, subject to the terms and conditions listed on the Booking itself and/or from the website from which the Booking is purchased;
- 1.2 "**Hejju**", "**we**", "**our**" or "**us**" - Hejju AS (Incorporated in Norway) External Profit Company with Registration number: 2019/054623/10 with our registered address being at 27 Geneva Drive, Camps Bay, Cape Town, 8005, South Africa;
- 1.3 "**you**" or "**your**" - the person or organisation viewing the Website, making the Booking and/or utilising the Services;
- 1.4 "**Indemnified Parties**" - Hejju, its directors, officers, employees, contractors, consultants from time to time and any entities, associates or affiliates related to the Website, including their respective officers, employees, contractors, consultants and agents from time to time;
- 1.5 "**Intellectual Property Rights**" - intellectual property whether protected by common law, international treaty, the Geneva Convention or under statute including (without limitation) copyright, all rights in relation to inventions, registered and unregistered trademarks, registered and unregistered designs all other rights;
- 1.6 "**Listed Activity**" - the offering for sale, placing of or creating of any type of offer to sell goods or services through the Website;
- 1.7 "**Purchaser**" - any natural person, association, business, close corporation, company, enterprise, firm, partnership, trust, voluntary undertaking or similar body whether incorporated or unincorporated and a reference to a "**Purchasers**" shall be deemed to include a reference to

more than one Purchaser; who purchases, any goods or services offered for sale on this Website;

- 1.8 **“Service Provider”** - the third party service provider who sells the Listed Activity to you and with whom you make a Booking with;
- 1.9 **“Services”** - our Websites, Application Programming Interfaces (APIs), applications, our content, and various third-party services that are accessible to you via our Website;
- 1.10 **“Terms”** - our Terms of Service, which includes our Privacy Policy;
- 1.11 **“Website”** - our website located at <https://activities.hejju.com> including all subdomains and sites associated with those domains, and other websites that we operate now and in the future as well.

## 2 GENERAL UNDERTAKINGS BY YOU

- 2.1 To purchase a Booking, you must:
  - 2.1.1 be at least eighteen (18) years of age;
  - 2.1.2 undertake to provide current and accurate information;
  - 2.1.3 agree to the Terms;
  - 2.1.4 specifically:
    - 2.1.4.1 agree that you are responsible for all content and information that you provide and your activities on the Website;
    - 2.1.4.2 agree that you will use the Website in compliance with all applicable laws, rules, and regulations;
    - 2.1.4.3 agree that you will not use the Website to solicit the performance of any activity which infringes our rights or the rights of others.
- 2.2 If you break any of your undertakings above or any of these Terms, we may block you from the Website. Your actions may also subject you to legal consequences.
- 2.3 As long as you comply with our Terms, we grant you a non-exclusive, non-transferable, limited privilege to use the Website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website, meet your specific requirements.

## 3 MAKING A BOOKING

- 3.1 You must be at least 18 years old to make a Booking.

- 3.2 By clicking on the “*Book Now*” button, you are confirming your availability and the number of guests.
- 3.3 By clicking on the “*Book this Rate*” button, you are making an offer to purchase the Listed Activity.
- 3.4 By effecting payment, you purchase the Listed Activity as per the Booking. The purchase of the Listed Activity is only complete once you have effected payment successfully and once you receive an email from the Website confirming that the Booking has been made.
- 3.5 The Website reserves the right to reject your offer.
- 3.6 Even if the Website has accepted your offer, the Website or Service Provider can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any act of fraud against the Website, an affiliated third party of the Website or the Service Provider.
- 3.7 The Service Provider may have its own terms and conditions applicable to the sale of the Listed Activity.

#### **4 REDEMPTION OF BOOKING**

- 4.1 Unless expressly stated otherwise:
  - 4.1.1 the Booking can only be redeemed with the Service Provider and not with us;
  - 4.1.2 the Booking can only be redeemed once;
  - 4.1.3 the Purchaser must follow the redemption instructions associated with the Booking when the Purchaser redeems the Booking.
- 4.2 In order to redeem the Booking, the Purchaser must present the confirmation email of the Booking to the Service Provider on the redemption date and time and at the location as indicated on the confirmation email. If the Purchaser does not redeem the Booking on the redemption date, the Booking will expire automatically, and the Purchaser will not be reimbursed.

#### **5 PROVISIONS RELATING TO THE PURCHASER**

- 5.1 The Purchaser warrants that:
  - 5.1.1 information and feedback provided by the Purchaser to the Website and to the Service Provider as well as any communication which may take place between any of the aforementioned parties:
    - 5.1.1.1 is accurate and not false, misleading, deceptive or fraudulent;

- 5.1.1.2 the intended recipient of the information, feedback and communication provided by the Purchaser may be accepted as being true and correct and may as such be relied upon and acted on;
  - 5.1.1.3 does not breach any Intellectual Property Rights of a third party;
  - 5.1.1.4 is lawful;
  - 5.1.1.5 is not threatening, offensive, intended to unlawfully intimidate or may otherwise threaten the safety, security or well-being of others;
  - 5.1.1.6 does not contain any malicious software, viruses, worms and the like which may cause harm;
  - 5.1.1.7 he or she is of majority age and entitled and make the Booking and purchase the Listed Activity;
  - 5.1.1.8 he or she is able to perform the obligations commonly associated with purchasing goods and/or services;
  - 5.1.1.9 he or she has read and understood the terms and conditions associated with the goods and/or services.
- 5.2 The Purchaser agrees that:
- 5.2.1 Any acceptance of an offer by the Purchaser will, once accepted by the Service Provider, be legally binding and enforceable;
  - 5.2.2 The purchase of any goods and/or services are absolutely at the Purchaser's own risk;
  - 5.2.3 He or she has read and understood the terms and conditions of the sale and has taken note of all exclusions relating to terms, warranties and conditions and has, by purchasing the Voucher, agreed to all applicable terms;
  - 5.2.4 Not attempt to obtain the Service Provider's contact telephone numbers or other contact details for the purpose of avoiding paying fees due to the Website.

## **6 USE OF BOOKING**

- 6.1 Any purchase of a Listed Activity is for the Purchaser's non-commercial personal use only.
- 6.2 The Purchaser may give the Booking to someone else as a gift or donation on the condition that the Booking will be for that person's non-commercial personal use only.
- 6.3 The reproduction of a Booking is prohibited.
- 6.4 The commercial trade of a Booking is prohibited.

## **7 CANCELLATION AND REFUNDS**

- 7.1 If you can cancel a Booking, it will depend on the Service Provider's terms and conditions whether or not you are entitled to a refund.

- 7.2 If the Service Provider cancels a Booking, the Service Provider will refund you directly (if applicable).

## **8 PERIODIC CHANGES TO THESE TERMS AND CONDITIONS**

- 8.1 We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, at any time. Amendments or changes to these Terms won't be effective until we post revised Terms on the Website.
- 8.2 It is your responsibility to check the Terms periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

## **9 BREACH**

- 9.1 If any of the parties commits a breach of these Terms ("the Defaulting Party"), and/or fails to comply with any of the provisions thereof, then the party against whom the breach is committed ("the Innocent Party") shall be entitled to give the Defaulting Party 7 (seven) calendar days' notice in writing to remedy such breach and/or failure and if the Defaulting Party fails to comply with such notice, then the Innocent Party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages:
- 9.2 cancel the agreement between the parties and/or claim damages; or
- 9.3 to claim immediate performance and/or payment of all the obligations of the Defaulting Party in terms hereof.

## **10 DISCLAIMER AND LIMITATION OF LIABILITY**

- 10.1 The Purchaser understands and agrees that the Service Provider is the seller and the provider of the Listed Activity, not the Website. The Purchaser understands and agrees that Purchaser and the Service Provider enter into a contract when the Listed Activity is purchased. The parties to the contract are the Purchaser and the Service Provider, not the Website.
- 10.2 The Purchaser understands and agrees that the Service Provider is solely responsible for providing the service to the Purchaser as per the Booking, not the Website.
- 10.3 Neither we nor any third party provides any warranty or guarantee as to the accuracy, timelines, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and

materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

- 10.4 From time to time, the Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the linked website(s). We have no responsibility for the content of the linked website(s).
- 10.5 Some information provided on the Website has been obtained from the Service Providers and third parties and is provided for informational purposes only. We are not liable for any inaccuracies in any third party information provided on this website and do not endorse any of the activities, guides, vendors, or Service Providers as described. It is your responsibility to investigate the safety of any activity, the credentials and fitness of the Service Provider. We expressly deny liability and fitness of a Service Provider. We expressly deny liability for engagement in any activity, and for use of any Service Provider that may be mentioned or described on this website. Additional fees, terms and conditions, and restrictions may apply to any activity or service and are determined solely by the Service Provider.
- 10.6 Notwithstanding anything to the contrary contained in these Terms, the Purchaser agrees that the Indemnified Parties will not be liable to anyone for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered (“**Losses**”), by any person however arising, whether such Losses arose directly or indirectly from the authorised or unauthorised use of, access to, reliance on, or any inability to use or access this Website, its services, or as a consequence of such use, access, reliance, or inability to access, including, but not limited to, any loss relating to one or more, or a combination, of the following:
  - 10.6.1 a failure or malfunction of all or any part of this Website, its servers, networks and computer systems, the network resources, the Services, or any other computer systems or network resources to which it may be connected or upon which it may rely, or the taking offline of any of those computer systems or network resources for any reason;
  - 10.6.2 any decision to hold or to not hold an inquiry into an alleged breach or contravention of any one or more provisions contained in these Terms and Conditions as well as any decision to take action or to not take action in case of a contravention as aforementioned, on the part of anyone;
  - 10.6.3 any circumstance which results in a restriction of access or complete lack of access to the Website or the Services;
  - 10.6.4 any circumstance, whether technical, clerical or natural, which results in Listings not being processed, noted or accepted;

- 10.6.5 whether the Website could have foreseen a loss or type of loss which eventually occurs, was negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage any and all damage to, or loss of, any equipment, property, data, or other information possessed by you or any other person, any loss of profits and any losses relating to contracts, business, revenue, goodwill, or any expected savings;
- 10.6.6 any personal losses or hardship, stress and anxiety, nervous shock, or other emotional or personal suffering or condition;
- 10.6.7 any errors or omissions in any documentation or other literature provided by the Website, any errors or omissions in any data or information on the Website, or any breach of contract or negligence on the part of the Indemnified Parties;
- 10.6.8 any reliance on the information and material contained on this Website about any Listing, goods or services on offer or any other information or material whatsoever, or any information and material contained on, and the privacy of, web Websites linked to this Website;
- 10.6.9 any action taken by the Website under these Terms;
- 10.6.10 any conduct, act or omission (whether negligent, reckless, or otherwise) whether within any actual, ostensible, or apparent authority or not at all on the part of the Indemnified Parties.

## **11 SEVERABILITY**

Each and every provision of these Terms (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of these Terms. If any of the provisions of these Terms (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of these Terms shall be and remain of full force and effect.

## **12 INTELLECTUAL PROPERTY**

We own the Website and all the Intellectual Property Rights associated with the Website. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of us or our content on the Website without our express written permission.

## **13 NO WAIVER**

No relaxation, indulgence or extension of time granted by any party to the other shall be construed as a waiver of any of such party's rights in terms hereof, or a novation of any of the terms of these Terms or estop such party from enforcing strict and punctual compliance with the terms of these Terms.

#### **14 NO VARIATION**

No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of these Terms (including this clause 19) shall be of any force or effect unless it is reduced to writing, communicated to a duly authorised representative of the other party and not refused by that other party.

#### **15 WHOLE AGREEMENT**

These Terms constitutes the whole agreement between the parties in relation to the subject matter thereof and no party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

#### **16 COOPERATION**

Each party shall take all such steps, execute all such documents and do all such acts and things as may be reasonably required by it to give effect to any of the obligations contemplated by these Terms.

#### **17 GOVERNING LAW**

These Terms will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the non-exclusive jurisdiction of the courts of the Republic of South Africa in relation to any legal action or legal proceedings arising out of or with respect to these Terms.

#### **18 NOTICES**

18.1 You hereby choose your *domicilium citandi et executandi* ("domicilium") for the purposes of giving any notice serving any legal process and for any other purpose arising from these Terms at the addresses and email address as completed by yourself when you make a Booking on this Website.

18.2 The Website chooses it's as the address stipulated under the definitions.



18.3 Any notice to be served by either party to the other must be in writing and will be sent by hand delivery, post, facsimile or email to the relevant party to these Terms at its respective address as specified on the application for registration on this Website.