

Website Terms of Service

SOLINK

Last Updated: October 2025

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1 INTRODUCTION AND BINDING AGREEMENT

- 1.1 These Terms of Service ("Agreement") constitute a legally binding contract between SOLINK (Pty) Ltd ("Company", "we", "us", or "our") and any individual or entity ("User", "you", or "your") who accesses or uses our Website located at <https://solink.co.za/core/> ("Website") or any services offered through it ("Services").
- 1.2 By accessing the Website, registering an account, or using any Services (including, but not limited to, the Free Feasibility Service and Detailed Feasibility Service), you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained in this Agreement.
- 1.3 If you do not agree to these terms, you must immediately cease all use of the Website and Services.
- 1.4 Your continued use of the Website or Services following any modifications to this Agreement constitutes your binding acceptance of such changes, as further described in Clause 16 (Modification of Terms).

2 DEFINITIONS

- 2.1 "Agreement" means these Terms of Service, including all schedules, annexures, and amendments thereto, as may be updated from time to time in accordance with clause 16.
- 2.2 "Company", "we", "us", or "our" means SOLINK (Pty) Ltd (Registration Number: 2018/533899/07), a private company duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business at Black River Park, Fir St, Observatory, Cape Town, 7925.
- 2.3 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008, as amended from time to time.
- 2.4 "Detailed Feasibility Service" means the paid, in-depth solar feasibility analysis service provided by the Company through the Website, which requires the User to submit comprehensive business details and documentation, as further described in clause 4.
- 2.5 "ECTA" means the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time.
- 2.6 "Free Feasibility Service" means the complimentary, high-level solar feasibility analysis service provided by the Company through the Website, which generates a preliminary report based on limited User inputs, as further described in clause 4.
- 2.7 "Intellectual Property" means all intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and any other proprietary rights, whether registered or unregistered, owned by or licensed to the Company, including but not limited to the "SOLINK" name and associated logos.

- 2.8 "POPIA" means the Protection of Personal Information Act 4 of 2013, as amended from time to time.
- 2.9 "Services" means collectively the Free Feasibility Service and the Detailed Feasibility Service, as described in clause 4.
- 2.10 "User", "you", or "your" means any individual or entity that accesses or uses the Website or Services, whether or not such person has registered an account.
- 2.11 "User-Generated Content" means any data, information, documents (including but not limited to electricity bills), or other materials uploaded, submitted, or otherwise provided by the User to the Website or the Company in connection with the Services.
- 2.12 "Website" means the SOLINK feasibility tool landing page and its sub-pages, accessible at <https://solink.co.za/core/>, including all content, features, and functionality therein.
- 2.13 "ZAR" means South African Rand, the lawful currency of the Republic of South Africa.

3 **INFORMATION AND DISCLOSURES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002**

- 3.1 In compliance with Section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), and for the benefit of the User, we provide the following information:
 - 3.1.1 **Full name and legal status:** SOLINK (Pty) Ltd (registration number: 2018/533899/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa.
 - 3.1.2 **Names of directors:** Oliver Johnston, Jonathan Hill & David Raphael
 - 3.1.3 **Principal place of business:** Old Warehouse Building, Black River Park, Fir St, Observatory, Cape Town, South Africa, 7925.
 - 3.1.4 **Registered office (and domicilium citandi et executandi):** Old Warehouse Building, Black River Park, Fir St, Observatory, Cape Town, South Africa, 7925.
 - 3.1.5 **Telephone number:** 021 300 0485.
 - 3.1.6 **Website address:** <https://solink.co.za/core/>.
 - 3.1.7 **Email address:** info@solink.co.za.
- 3.2 **Description of main services:** Provision of solar feasibility analysis services comprising (a) a free preliminary feasibility report and (b) a paid detailed feasibility report ("Detailed Feasibility Service"), as further described in these Terms.
- 3.3 **Price of services:** The full price of the Detailed Feasibility Service, inclusive of all applicable taxes, will be clearly displayed on the Website prior to purchase.

- 3.4 **Payment methods accepted:** Electronic funds transfer (EFT) and credit card payments processed through our designated secure payment gateway (see clause 8).
- 3.5 **Time for delivery/performance:** Feasibility reports are delivered electronically via the Website and/or to the User's registered email address within the timeframes set out in clause 9.
- 3.6 **Return, refund and cancellation policy:** See clause 9.
- 3.7 **Cooling-off rights:** The cooling-off rights under Section 44 of ECTA do not apply to the Detailed Feasibility Service. By ordering this service, you expressly consent to us beginning performance immediately upon receipt of payment and acknowledge that your right to cancel the transaction under Section 44 is thereby forfeited, in accordance with Section 42(2)(f)(i) of ECTA.

4 DESCRIPTION OF SERVICES

- 4.1 The Company provides the following Services through the Website:
 - 4.1.1 **Free Feasibility Service:** A complimentary preliminary analysis tool that generates a high-level two-page report based on limited User inputs including roof size, operation type, monthly electricity expenditure, and preferred solar solution. This report provides estimated projections of potential return on investment, first-year savings, and other indicative benefits.
 - 4.1.2 **Detailed Feasibility Service:** A comprehensive paid analysis requiring submission of detailed business information and supporting documentation (including but not limited to electricity bills). This Service, which is subject to successful payment processing as detailed in clause 8, produces an in-depth electronic report with customized calculations and recommendations specific to the User's premises and energy profile.
- 4.2 Both Services provide analytical reports only and do not constitute:
 - 4.2.1 An offer to sell or install solar equipment;
 - 4.2.2 A guarantee of actual performance or savings; or
 - 4.2.3 Professional engineering, financial or legal advice.

5 USER REGISTRATION AND ACCOUNT SECURITY

- 5.1 Certain Services on the Website require User registration. By registering an account, you warrant that all information provided is accurate, current, and complete, and you agree to promptly update this information as necessary to maintain its accuracy.

- 5.2 You are solely responsible for maintaining the confidentiality of your account credentials (including your username and password) and for all activities that occur under your account. You must immediately notify us of any unauthorised use of your account or any other breach of security.
- 5.3 By registering an account, you confirm that you are at least 18 years of age and possess the legal capacity to enter into a binding contract in terms of South African law.
- 5.4 Your account is for your personal use only. You may not create multiple accounts without our prior written consent, nor may you transfer or assign your account to any third party.
- 5.5 You acknowledge that we may implement additional security measures, such as multi-factor authentication, and you agree to comply with such measures when accessing your account.
- 5.6 We reserve the right, in our sole discretion, to refuse registration or to suspend or terminate your account if we suspect any fraudulent activity, misrepresentation, or violation of this Agreement.

6 USER OBLIGATIONS AND ACCEPTABLE USE POLICY

- 6.1 You agree to use the Website and Services solely for their intended purpose of assessing the feasibility of a solar solution for your property, in accordance with this Agreement and all applicable laws and regulations in South Africa.
- 6.2 You shall not, and shall not permit any third party to:
 - 6.2.1 use the Website or Services for any fraudulent or unlawful purpose, or in any way that violates any applicable local, national, or international law or regulation;
 - 6.2.2 attempt to reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of any part of the Website or Services;
 - 6.2.3 introduce any viruses, malware, trojan horses, worms, or other material that is malicious or technologically harmful;
 - 6.2.4 submit false, misleading, or inaccurate information to us or through the Services;
 - 6.2.5 infringe upon our Intellectual Property rights or the intellectual property rights of any third party;
 - 6.2.6 use the Website or Services to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material (spam);
 - 6.2.7 use any automated system, including without limitation "robots" or "spiders," to access the Website or Services without our prior written permission;

- 6.2.8 interfere with or disrupt the integrity, security, or performance of the Website, Services, or the data contained therein; or
- 6.2.9 attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer, or database connected to our Services.
- 6.3 You warrant that all information and User-Generated Content you provide is accurate, complete, and that you have all necessary rights, licenses, and consents to submit such content for processing in accordance with clause 7 of this Agreement.
- 6.4 You acknowledge that any breach of this clause 6 may result in the immediate suspension or termination of your access to the Website and Services, without prejudice to any other rights or remedies available to us in law or under this Agreement.

7 USER-GENERATED CONTENT AND LICENCE GRANT

- 7.1 You retain full ownership of all intellectual property rights in the User-Generated Content you submit to the Website or provide to the Company ("Your Content").
- 7.2 By submitting Your Content, you grant the Company a non-exclusive, royalty-free, worldwide, sub-licensable licence to use, copy, process, analyse, and store Your Content solely for the purpose of providing the Services to you, including the generation of your requested feasibility report.
- 7.3 You represent and warrant that:
 - 7.3.1 you have all necessary rights, licences, and consents to submit Your Content and to grant the licence set out in clause 7.2;
 - 7.3.2 Your Content is accurate, complete, and not misleading;
 - 7.3.3 Your Content and our use of it in accordance with this licence will not infringe upon any third-party rights, including intellectual property rights, privacy rights, or publicity rights; and
 - 7.3.4 Your Content does not violate any applicable laws or regulations.
- 7.4 The Company may, in its sole discretion, refuse to process, or remove any of Your Content that it believes violates this Agreement or any applicable law. The Company does not endorse and is not responsible for the accuracy, integrity, or quality of any User-Generated Content.
- 7.5 The Company will handle all personal information contained within Your Content in accordance with our Privacy Policy and applicable data protection laws, including the Protection of Personal Information Act 4 of 2013 (POPIA).
- 7.6 The licence granted in clause 7.2 will terminate upon your written request to delete Your Content. However, you acknowledge that this termination will not apply where: (a) we are

required to retain such content by law or for legitimate business purposes; or (b) the content has been irrevocably anonymised and aggregated for statistical or analytical purposes.

8 FEES, PAYMENT, AND PRICING

- 8.1 The Detailed Feasibility Service is provided at the price displayed on the Website at the time of your order. All prices are quoted in South African Rand (ZAR) and are inclusive of all applicable taxes.
- 8.2 The Company reserves the right to amend pricing at any time, provided that such changes will not affect orders for which payment has already been received.
- 8.3 Payment must be made in full through our designated payment gateway (Netcash) via bank EFT or credit card prior to the commencement of the service. The Company shall not be obliged to perform the service until it has received cleared funds.
- 8.4 All payments are processed securely through our third-party payment gateway. The Company does not store your full payment card details.
- 8.5 **Waiver of Cooling-Off Period:** You acknowledge that the Detailed Feasibility Service constitutes a customised electronic report prepared specifically for you. By making payment, you expressly consent to the immediate performance of the service. Accordingly, you expressly waive any right to cancel the transaction under the "cooling-off" period prescribed in Section 44 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").
- 8.6 **Refunds:** All fees are non-refundable except where:
 - 8.6.1 The Company fails to deliver the Detailed Feasibility Service within a reasonable time; or
 - 8.6.2 The delivered report contains material errors or defects that render it substantially unfit for its intended purpose, provided such errors are reported to us in writing within 7 (seven) days of delivery.
- 8.7 In the event of a failed payment or a disputed transaction (such as a chargeback), the Company reserves the right to withhold delivery of the report and/or suspend your access to the Services until the payment issue is resolved.

9 CANCELLATION, REFUNDS, AND SERVICE QUALITY

- 9.1 **Cancellation Prior to Commencement.** You may cancel your order for the Detailed Feasibility Service by providing written notice to us at any time before we have commenced work on your report. No cancellation is possible once work has commenced.

- 9.2 **No Cooling-Off Period.** You acknowledge that the Detailed Feasibility Service constitutes a customised electronic report prepared to your specifications. Accordingly, you expressly agree that the cooling-off period provided for in Section 44 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") does not apply to this transaction, as performance of the service begins once we have received your payment and all required information.
- 9.3 **Refund Policy.** Subject to your statutory rights under the Consumer Protection Act 68 of 2008 ("CPA"), all fees paid for the Detailed Feasibility Service are non-refundable except where:
- 9.3.1 We fail to deliver the completed report within 14 (fourteen) business days of receiving all required information and payment; or
- 9.3.2 The delivered report contains material errors or defects that render it substantially unfit for its intended purpose, provided such errors are reported to us in writing within 7 (seven) days of delivery.
- 9.4 **Remedies for Defects.** In the event of a valid claim under clause 9.3, we may at our sole discretion either:
- 9.4.1 Correct the material errors and reissue the report within a reasonable timeframe; or
- 9.4.2 Refund the full amount paid for the affected report.
- 9.5 **Service Quality and Disclaimers.** We warrant that the Services will be rendered with reasonable care and skill consistent with generally accepted industry standards. However, you acknowledge and agree that:
- 9.5.1 The accuracy and usefulness of any report depends on the completeness and accuracy of the information you provide;
- 9.5.2 All projections, estimates, and recommendations contained in the reports are indicative only and are not guarantees of actual performance or savings; and
- 9.5.3 The Free Feasibility Service is provided "as is" and "as available" without any warranties of any kind.
- 9.6 **Complaints.** Any complaints regarding service quality must be submitted in writing to info@solink.co.za within 7 (seven) days of receiving the relevant service. We will investigate all bona fide complaints and respond within 10 (ten) business days.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property in and to the Website, Services, and any reports generated through the Services (including but not limited to text, graphics, logos, software,

algorithms, methodologies, and report formats) are and shall remain the exclusive property of the Company or its licensors. The "SOLINK" name and associated logos are registered trademarks of the Company.

- 10.2 The Company grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and Services strictly in accordance with this Agreement, and to use any reports generated through the Services solely for your internal business evaluation purposes.
- 10.3 You acknowledge that the structure, organisation, and underlying algorithms of the Services constitute valuable trade secrets of the Company. You agree not to, and not to permit others to:
- 10.4 reproduce, distribute, modify, create derivative works from, publicly display, sell, lease, or commercially exploit any part of the Website, Services, or generated reports without our prior written consent;
- 10.5 reverse-engineer, decompile, disassemble, or otherwise attempt to extract or derive the source code of the Website or Services; or
- 10.6 use the Company's trademarks, trade names, or logos in any manner that creates the impression that such items belong to or are associated with you.
- 10.7 All rights not expressly granted to you in this Agreement are reserved by the Company and its licensors. Any unauthorised use of the Intellectual Property will constitute a material breach of this Agreement and may violate applicable copyright, trademark, and other laws, potentially resulting in civil and criminal penalties.

11 PRIVACY AND PERSONAL INFORMATION

- 11.1 The Company is committed to protecting your privacy and processing your personal information in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) of the Republic of South Africa ("POPIA") and other applicable data protection laws.
- 11.2 By using the Website or Services, you consent to our collection, use, storage, and processing of your personal information as described in our Privacy Policy, which is available on the Website and forms an integral part of this Agreement.
- 11.3 We will only process your personal information for legitimate purposes, including:
 - 11.3.1 to provide, maintain, and improve the Services;
 - 11.3.2 for our legitimate business purposes;
 - 11.3.3 to comply with legal obligations; and
 - 11.3.4 where we have your express consent.

- 11.4 You warrant that any personal information you provide to us is accurate, complete, and up-to-date. You further warrant that you have obtained all necessary consents required by POPIA to submit such information to us for processing in connection with the Services.
- 11.5 We may share your personal information with our trusted third-party service providers who assist us in delivering the Services, subject to them being bound by appropriate confidentiality and data protection obligations.
- 11.6 We implement appropriate technical and organisational measures to protect your personal information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
- 11.7 In terms of POPIA, you have the right to access, correct, or request the deletion of your personal information, subject to legal limitations. To exercise these rights, please contact our Information Officer at info@solink.co.za.
- 11.8 Personal information may be transferred or stored outside South Africa, including in the European Union and other jurisdictions. Where we do so, we implement safeguards consistent with POPIA s72 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the 'General Data Protection Regulation' or 'GDPR') Arts 44–46, including contractual clauses ensuring adequate protection.
- 11.9 If you are located in the European Union, you may also have rights to restrict processing, object to processing, and request data portability, and you may lodge a complaint with your local supervisory authority.
- 11.10 For more detailed information about our data processing practices, including the types of information we collect and how we use it, please review our full Privacy Policy available on the Website.

12 DISCLAIMER OF WARRANTIES

- 12.1 THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 12.2 THE COMPANY MAKES NO WARRANTY THAT (A) THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

- 12.3 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL REPORTS GENERATED THROUGH THE SERVICES (INCLUDING BOTH THE FREE FEASIBILITY SERVICE AND DETAILED FEASIBILITY SERVICE) ARE BASED SOLELY ON THE INFORMATION PROVIDED BY YOU AND CONTAIN ESTIMATES AND PROJECTIONS FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A GUARANTEE OF ACTUAL PERFORMANCE, SAVINGS, OR RETURN ON INVESTMENT.
- 12.4 THE REPORTS AND ANY INFORMATION PROVIDED THROUGH THE SERVICES DO NOT CONSTITUTE FINANCIAL, LEGAL, ENGINEERING, OR OTHER PROFESSIONAL ADVICE. YOU SHOULD CONSULT WITH AN APPROPRIATELY QUALIFIED PROFESSIONAL BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS BASED ON THE INFORMATION CONTAINED IN ANY REPORT.
- 12.5 THE COMPANY DISCLAIMS ALL LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON SUCH REPORTS OR INFORMATION.
- 12.6 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13 LIMITATION OF LIABILITY

- 13.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE SOUTH AFRICAN LAW, THE COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE OR SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE WEBSITE OR SERVICES; OR (C) UNAUTHORISED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.
- 13.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY FOR ALL CLAIMS RELATING TO THE WEBSITE OR SERVICES EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO THE COMPANY, IF ANY, FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE THOUSAND SOUTH AFRICAN RAND (ZAR 1,000.00).
- 13.3 THE LIMITATIONS IN THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, DELICT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE.
- 13.4 YOU ACKNOWLEDGE AND AGREE THAT ANY REPORTS, DATA, OR INFORMATION GENERATED THROUGH THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES

ONLY. THE COMPANY SHALL NOT BE LIABLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON SUCH INFORMATION.

- 13.5 NOTHING IN THESE TERMS IS INTENDED TO LIMIT OR EXCLUDE ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW. THIS INCLUDES, BUT IS NOT LIMITED TO, LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (C) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER THE CONSUMER PROTECTION ACT 68 OF 2008, WHERE APPLICABLE.

14 **INDEMNITY**

- 14.1 You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly from or in connection with:
- 14.1.1 your breach of this Agreement or any applicable laws or regulations;
 - 14.1.2 your use or misuse of the Website or Services;
 - 14.1.3 any User-Generated Content you submit, post, or transmit, including any claim that such content infringes upon or violates any third-party rights (including intellectual property, privacy, or publicity rights);
 - 14.1.4 any unauthorised access to or use of the Services using your account credentials;
or
 - 14.1.5 your negligent or wilful misconduct.
- 14.2 The Company reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any such matter without the prior written consent of the Company.

15 **BREACH AND TERMINATION**

- 15.1 Either party may terminate this Agreement upon written notice if the other party commits a material breach of any provision of this Agreement and, where such breach is remediable, fails to remedy it within 14 (fourteen) days of receiving written notice specifying the breach and requiring its remedy.
- 15.2 Without limiting clause 15.1, the Company may, in its sole discretion, immediately suspend or terminate your access to the Website and Services without notice if:
- 15.2.1 you breach any provision of this Agreement;

- 15.2.2 you fail to make any payment when due;
 - 15.2.3 we reasonably suspect fraudulent, abusive, or unlawful activity in connection with your use of the Services; or
 - 15.2.4 the continued provision of the Services to you would, in our reasonable opinion, expose the Company to legal or regulatory liability or risk;
 - 15.2.5 we are required to do so by law or by a competent regulatory authority.
- 15.3 Upon termination of this Agreement for any reason:
- 15.3.1 all rights and licences granted to you under this Agreement shall immediately cease;
 - 15.3.2 you must immediately cease all use of the Website and Services;
 - 15.3.3 any fees paid by you prior to termination are non-refundable, except as may be required by applicable law or as expressly provided in the terms for a specific paid Service; and
 - 15.3.4 any provisions of this Agreement which by their nature are intended to survive termination shall remain in full force and effect. This includes, but is not limited to, clauses concerning Intellectual Property Rights, User-Generated Content, Disclaimers of Warranties, Limitation of Liability, and Indemnity.
- 15.4 Termination of this Agreement shall not affect any rights, remedies, or obligations of either party that have accrued up to the date of termination.
- 15.5 The Company reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Website or any Services (or any part thereof) at any time with or without notice.

16 **MODIFICATION OF THESE TERMS**

- 16.1 We reserve the right, in our sole discretion, to amend, modify, or replace these Terms at any time. We will indicate that changes have been made by updating the "Last Updated" date at the top of these Terms.
- 16.2 Any modifications will be effective immediately upon posting the revised version on the Website. It is your responsibility to review these Terms periodically for changes.
- 16.3 For any material changes to these Terms, we will provide you with reasonable advance notice in a prominent manner. This notice may be provided by displaying a banner on our Website or by sending a notification to the email address associated with your account. For such material changes, we may require you to provide consent to the updated Terms in a specified manner before further use of the Website or Services is permitted.

- 16.4 Your continued use of the Website or Services after the effective date of any changes constitutes your binding acceptance of the modified Terms. If you do not agree to the modified Terms, you must immediately discontinue your use of the Website and Services.

17 DISPUTE RESOLUTION

- 17.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall first be attempted to be resolved through good faith negotiations between the parties.
- 17.2 If the dispute is not resolved within 14 (fourteen) days of written notice by either party, it shall be referred to and finally resolved by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), which rules are deemed to be incorporated by reference into this clause.
- 17.3 The arbitration shall be conducted in Cape Town, South Africa, in English, by a single arbitrator appointed in accordance with the AFSA rules. The arbitrator's decision shall be final and binding on the parties.
- 17.4 Notwithstanding the above, either party may seek urgent interim relief from a court of competent jurisdiction in Cape Town to protect its rights pending the outcome of the arbitration.
- 17.5 Each party shall bear its own costs in connection with the dispute resolution process, unless the arbitrator determines otherwise in the award.
- 17.6 This clause shall survive the termination of this Agreement.

18 GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.
- 18.2 Subject to the provisions of clause 17 (Dispute Resolution), the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, for any dispute or matter arising from or in connection with this Agreement. The parties waive any objection to the venue in any such court on the grounds of inconvenient forum.
- 18.3 Notwithstanding the foregoing, the Company reserves the right to institute proceedings in any other court of competent jurisdiction to obtain urgent or interim relief, or to enforce any arbitration award or judgment.
- 18.4 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

19 GENERAL PROVISIONS

- 19.1 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, representations, or understandings, whether written or oral.
- 19.2 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 19.3 **No Waiver.** The failure of either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless expressly acknowledged and agreed to in writing.
- 19.4 **Assignment.** You may not assign or transfer any rights or obligations under this Agreement without our prior written consent. We may freely assign or transfer this Agreement without restriction.
- 19.5 **Relationship of Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- 19.6 **Force Majeure.** Neither party shall be liable for any failure or delay in performance due to events beyond their reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or internet service provider failures.
- 19.7 **Notices.** All notices required under this Agreement shall be in writing and deemed duly given when delivered by email to the address provided by you during registration or to info@solink.co.za for notices to the Company.
- 19.8 **Headings.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions.
- 19.9 **Survival.** Any provisions which by their nature should survive termination of this Agreement shall remain in effect after termination, including but not limited to clauses concerning Intellectual Property, Limitation of Liability, Indemnity, and Privacy.