



CONDITIONS OF USE

There are two aspects to these website terms and conditions but in both cases the Website T&C are applicable and accessing and proceeding to use the Website you unconditionally accept and agree to be bound by the terms and conditions reflected below.

The first aspect is that you are free to simply peruse the Website without engaging in any business transaction in which the following applies:

- Please peruse the Website at your leisure
- However, if in the process of perusing the Website or any of the hyperlinked websites you come across anything that is not clear, please go to our <https://tswalu.com/contact/> link & submit your question to us immediately

The second aspect is that you may decide to engage in any business transaction in which the following applies:

- Please peruse carefully not only the Website T&C but also our Trading Terms and Conditions (*'Trading T&C'*) by clicking on this link <https://mk0tswalub3843m7559h.kinstacdn.com/wp-content/uploads/2021/09/Merchant-Trading-terms-and-conditions.pdf>, and our Privacy Policy by clicking on this link <https://mk0tswalub3843m7559h.kinstacdn.com/wp-content/uploads/2021/06/Tswalu-Kalahari-Third-party-Privacy-Policy.pdf>
- We use our best endeavours in the Website T&C as well as the Trading T&C to meet the requirements of the Consumer Protection Act, Act 68 of 2008 (*'the CPA'*) especially regarding the clarity pertaining to misapprehensions you may have regarding any aspect of your proposed booking (Section 41) but also any risks that you may encounter or have to accept on your booking (Section 49)
- If you come across any issue pertaining to risk, have a misapprehension or otherwise require clarity, please revert to *'first aspect'* above
- However by proceeding with your booking you are deemed to have read, understood and agree to be bound by both the Website Conditions of Use and the Trading Terms and Conditions.

INTELLECTUAL PROPERTY

The Website is owned by Tswalu Kalahari Reserve (Pty) Ltd (*'the Owner'*). All intellectual property rights including trade marks (whether registered or not) copyright in the design, layout, get-up, functionality and corporate identity vests in the Owner and may not be copied or used in whole or in part without the express prior written permission of the Owner. None of the content or data found on the Website may be used, reproduced, sold, transferred, or modified without the express prior written permission of the Owner. The Website may only be used for personal purposes and for transacting with the Owner but not for any other commercial use. Any other use of the Website needs the prior written permission of the Owner. If the Website is misused in anyway the user will be liable for any damages of any nature whatsoever howsoever caused or suffered by the Owner and/or any third party and any legal action taken and concomitant legal fees (on an attorney and own client scale) incurred by the Owner. Action will be taken against individuals, legal entities and their representatives in their personal capacity supplying the Owner with fraudulently obtained or misleading information, false enquiries, bookings, reservations or information requests etc. whilst using the Website. Any user is deemed to indemnify and hold harmless the Owner, its partners, members, directors and employees against any damages of any nature whatsoever howsoever caused suffered as a consequence of using the Website and/or any sites linked to the Website and/or information contained and/or alluded and/or referred to therein. (Read with Website Indemnity).

INFORMATION, PHOTOGRAPHS AND GRAPHICS

All personal information that you give to us must be your own personal information or, if that of persons travelling with you, you must prove that you are duly authorized to submit and share their information to/with the Owner (Read with our Privacy Policy). The information, photographs and graphics displayed on the Website may have been supplied to



the Owner by third party providers of products and services (*Third Party Suppliers*). Where that is the case, such information, photographs and graphics can change without notification. The Owner will use its best endeavours to ensure that the information displayed is current, accurate and up to date but does not warrant and/or guarantee any of the aforementioned as it is beyond its control. Information, prices and availability will be confirmed to you when your booking has been processed, payment has been received. Any user is deemed to indemnify and hold harmless the Owner, its partners, members, directors and employees against any damages of any nature whatsoever howsoever caused suffered as a consequence of using the Website, and/or any sites linked to the Website and/or information contained and/or alluded and/or referred to therein.

CHANGES

The Owner may make changes, deletions or modifications to the Website T&C, information, graphics, products, features, functionality, services, and links contained on the Website (*the Content*) at any time without notice and your subsequent viewing or use of the Website will constitute your agreement to the changes, deletions and modifications. It will be solely and entirely your obligation when you access the Website to ensure that you are familiar with the Content and any changes that may have been made since the last time you accessed the Website. If you proceed to use the Website you are deemed to have read, understand and agree to be bound by any such changes, deletions and/or modifications.

ACCESS AND USE

Access to and use of the Website is entirely at user's risk and the user, by the use of the Website, indemnifies and holds harmless the Owner, its partners, members, directors and employees against any damages of any nature whatsoever howsoever caused suffered as a consequence of using the Website and/or any sites linked to the Website and/or Third Party Suppliers and/or information contained and/or alluded and/or referred to therein. (Read with Website Indemnity).

The Owner may discontinue or suspend the Website at any time without notice and it may block, terminate or suspend any user's access at any time for any reason in its sole and unfettered discretion, even if access continues to be allowed to others.

LINKS TO OTHER WEB SITES

There are links on the Website which allows a user to visit the sites of third parties. Neither these sites nor the entities to whom they belong are controlled by the Owner and the Owner makes no representations and gives no guarantees or warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. The Owner has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites and if you go ahead you do so entirely at your own risk and you are deemed to indemnify and hold harmless the Owner, its partners, members, directors and employees against any damages of any nature whatsoever howsoever caused suffered as a consequence of using the Site, and/or any sites linked to the Site and/or information contained and/or alluded and/or referred to therein.

ACCURACY OF INFORMATION AND LIABILITY

The Owner does not accept responsibility for any travel service, rules and conditions that are incorrectly represented on the Website. The data and services shown are provided in good faith.

All packages, airfares and land arrangements published on the Website are subject to currency fluctuations, availability, increases, rules and conditions, and can be changed without prior notice.

Limitation liability

The Owner, its partners, members, directors or employees (*the Indemnified Parties*) shall in no event be liable for any injury, loss, claim, damage, inconvenience or any incidental, economic, consequential, indirect or special loss or



damages, including but not limited to lost profits or savings, arising out of or in any way connected with the use of or reliance on any display or information on the Website.

Indemnity

The user hold harmless and the Indemnified Parties against any consequences of accessing, using, relying in any way on information contained on the Website or making bookings via the Website including (without limiting the generality of the a foregoing) any incidental, economic, consequential, indirect or special loss, loss of or damage to personal effects, illness, injury, harm, trauma or death (howsoever caused) including any claim from his/her spouse, children or dependants for maintenance or otherwise or due to any arrangements having to be changed, amended or cancelled and/or legal costs (on an attorney and own client scale) that the Indemnified Parties may incur.

This indemnity and waiver is subject to the following aspects of the Consumer Protection Act, act number 68 of 2008 ('the CPA'), if and when applicable:

- It does not exclude or limit to or purport to exclude or limit to any other claims due to the gross negligence of the parties indemnified (section 51)
- It does not exclude or limit the absolute liability of the parties indemnified as envisaged by section 61 of the CPA