

Portal Terms of Use

Introduction

- All Things Firearms (Pty) Ltd (the “Company”) is the exclusive operator of the online store www.portal.atfonline.co.za, related mobi-sites and software applications (the “Portal”), that enables a person or entity (the “User”, “You”, “Your” or “Registered User/s”) to shop online for a range of goods and services (the “Goods”) related to the firearms industry in the Republic of South Africa.
- The Company contracts and allows third party sellers to list and sell their Goods on the Portal (each a “Supplier”).
- These Portal terms and conditions (“Portal Terms of Use”) govern the use of the Portal, ordering, sale, delivery and payment of Goods.
- The Company’s portal is hosted by Polybius Technologies who provide the company with the online e-commerce platform that allows the Company to sell Goods to You.

Acceptance of Portal Terms of Use. This is an agreement between the Company and You. By using the Portal, You acknowledge and agree to these Portal Terms of Use and its related policies and is incorporated by reference.

If You choose to not agree with any of these terms, You must not use the Portal.

1. Changes to Portal Terms of Use

- 1.1. **Right to Change Terms.** The Company reserves the right, in its sole discretion, to change these Portal Terms of Use (“Updated Terms”) from time to time. It is Your responsibility to regularly check these Portal Terms of Use and make sure that You are satisfied with the changes.
- 1.2. **Acceptance of Updated Terms.** Your use of the Portal after the effective date of the Updated Terms constitutes Your agreement to the Updated Terms. Should You not be satisfied, You must not place any further orders on, or in any other way use, the Portal.
- 1.3. **Effective Date of Updated Terms.** The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms and will apply to Your use of the Portal from that point forward.

2. Your Registration and Account

- 2.1. **Account Creation.** Once You have decided to register on the Portal, You must complete the registration process by providing the Company with current, complete, and accurate information as prompted by the applicable online registration form or template. You will also choose a password and a username. You warrant that the information provided at registration is personal to You and is accurate in every regard (“Registered User/s”). By using the Portal and by clicking on the “Register” button on the Portal, as maybe applicable, You acknowledge that You have read and agree to be bound by these Portal Terms of Use.
- 2.2. **Age Restriction.** By using the Portal and creating an account, You warrant that You are at least 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 Portal 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 Portal Terms of Use and to be liable and responsible for You and all Your obligations under these Portal Terms of Use.
- 2.3. **Responsibility for Account.** You are entirely responsible for maintaining the confidentiality of Your password and account. Furthermore, You are entirely responsible

for any and all activities that occur under Your account. You agree to notify the Company immediately of any unauthorized use of Your account or any other breach of security and You will take steps to mitigate any resultant loss or harm.

- 2.4. **Liability for Account Misuse.** The Company will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. You could be held liable for losses incurred by the Company or another party due to someone else using Your account or password.
- 2.5. **Use of Other Accounts.** You may not use anyone else's account at any time to access the Portal.

3. **Sales, Delivery, Cancellations & Returns**

- 3.1. Only Registered Users may purchase Goods on the Portal.
- 3.2. The Company reserves the right to refuse any order You place with the Company.
- 3.3. You may purchase Goods as published on the Portal which the Company may accept or reject. Acceptance depends on the availability of the Goods, correctness of the information relating to the Goods, including without limitation the price, and receipt of payment.
- 3.4. Acceptance of Your purchase is completed when -
 - 3.4.1. the Company credits Your user account with the number of points selected and paid for by You for the purpose of consuming Goods on the Portal ("Points") and/or,
 - 3.4.2. the Company emailed the applicable documentation as selected by You ("Motivations") to the email address, as recorded in Your user account,
 - 3.4.3. and only at that point will an agreement of sale between You and the Company come into effect (the "Sale"). This is regardless of any communication from the Company stating that Your order or payment has been confirmed.
- 3.5. Selecting Goods in a shopping cart without completing the purchase cycle, including the payment, does not institute an order of such Goods. You cannot hold the Company liable if such Goods are not available or are not available at the particular price when You complete or attempt to complete the purchase cycle at a later stage.
- 3.6. **Delivery.** Delivery of the Goods is effected as contemplated by clauses 3.4.1 and 3.4.2 and You remain solely responsible to nominate the email address for purchases.
- 3.7. **Cancellations and Returns.** The following Goods cannot be returned and therefore no refunds of payments will be allowed:
 - 3.7.1. Points as contemplated in clause 3.4.1,
 - 3.7.2. Motivations as contemplated in clause 3.4.2,
 - 3.7.3. Any Points on a Registered User that have not been consumed at the time that a User de-registers from the Portal, will be forfeited and no claim for reimbursement of any kind will be entertained.

4. **Payment**

- 4.1. The Company is committed in providing secure online payment facilities by using a secured payment technology partner and all transactions are encrypted using appropriate encryption technology.
- 4.2. Payment for Goods can be made via any payment method as allowed by the Company's payment service provider.

- 4.3. The Company's payment service provider may require additional information in order to authorise and/or verify the validity of payment. In such cases the Company reserves the right to withhold delivery until such time as the additional information is received by the payment service provider and authorisation is obtained for the amounts. If the Company 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 for 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 Portal,
- 4.4. Once You have selected Your payment method, You will be directed to a link to a secure site for payment of the applicable purchase price for the Goods. No card details are stored on the Portal.
- 4.5. You may contact the Company at <https://atfonline.co.za/contact-support> to obtain a full record of Your payment. The Company and its payment technology partner will also send You automated email communications about Your order and payment.

5. **Account Security**

- 5.1. The Company cares about the integrity and security of Your personal information. However, the Company cannot guarantee that unauthorized third parties will never be able to defeat the Portal's security measures or use any personal information You provide to the Company for improper purposes. You acknowledge that You provide Your personal information at Your own risk.
- 5.2. Your access to the Portal depends on Your use of telecommunications networks and devices that are outside of the Company's control. It is Your responsibility to select the best networks and devices. The Company provides the Portal for free, but Your mobile network operator's normal rates and fees will still apply in respect of data usage.

6. **User Conduct.** You may not engage in any of the following prohibited activities:

- 6.1. distribute or share any of the Motivations purchased by You on the Portal for any reasons or purpose other than for which it was originally purchased.
- 6.2. copying, distributing, or disclosing any part of the Portal in any medium, including without limitation by any automated or non-automated "scraping",
- 6.3. using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Portal,
- 6.4. transmitting spam, chain letters, or other unsolicited email,
- 6.5. attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Portal,
- 6.6. taking any action that imposes or may impose, at the Company's sole discretion, an unreasonable or disproportionately large load on Portal infrastructure,
- 6.7. uploading invalid data, viruses, worms, or other software agents through the Portal,
- 6.8. collecting or harvesting any personally identifiable information, including account names, from the Portal,
- 6.9. using the Portal for any commercial solicitation purposes,
- 6.10. impersonating another person or otherwise misrepresenting Your affiliation with a person or entity, conducting fraud, hiding or attempting to hide Your identity,
- 6.11. interfering with the proper working of the Portal,
- 6.12. accessing any content on the Portal through any technology or means other than those provided or authorized by the Portal,

- 6.13. use the Portal to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful, or
- 6.14. bypassing the measures, the Company may use to prevent or restrict access to the Portal, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Portal or the content.

7. **User Content**

- 7.1. **Content Ownership.** You retain all ownership rights to content uploaded by You to the Portal.
- 7.2. **Content License.** By submitting content to the Portal (excluding credit card information), You grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the Portal in such a manner as required to deliver the services to You.
8. **Third Party Content.** Through the Portal, You will have the ability to access and/or use content provided by third parties. The Company cannot guarantee that such third party content will be free of material You may find objectionable or otherwise. The Company disclaims any responsibility or liability related to Your access or use of any third party content.
 - 8.1. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement.
 - 8.2. Any use by you of optional tools offered through the Portal is entirely at Your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

9. **Links to other Websites**

- 9.1. **Links.** The Portal may contain links to third party websites or resources including those of advertisers. You acknowledge and agree that the Company is not responsible or liable for:
 - 9.1.1. the availability or accuracy of such websites or resources; or
 - 9.1.2. the content, products, or services on or available from such websites or resources.
- 9.2. **No Endorsement.** Links to such websites or resources do not imply any endorsement by the Company of those websites or resources.
- 9.3. **Assumption of Risk.** You acknowledge sole responsibility for and assumes all risk arising from Your use of any such websites or resources.
10. **Ownership and copyright.** The contents of the Portal, including design, trademarks, service marks, logos, icons, text, graphics, lay-outs, images, sound and video clips, advertisements, trade names which are displayed on or incorporated in this Portal ("Portal Marks"), are exclusively owned by the Company or its legal owner, subject to copyright and other intellectual property rights under South African and foreign laws and international conventions. The Company reserves all rights not expressly granted in and to the Portal. The Company makes no representation or warranties in relation to any third party software or products that form part of the Portal or the Goods. You agree to not engage in the use, copying, or distribution of any of the Portal other than expressly permitted.

11. **Copyright Policy.** The Company respects the intellectual property rights of others and expects users of the Portal to do the same.
 - 11.1. You agree that all right, title and interest in the Portal and any improvements thereto shall vest in the Company, and You shall not obtain any entitlement or right of use thereof unless and to the extent expressly permitted in these Portal Terms of Use.
 - 11.2. You acknowledge that the Portal contains content that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All content is copyrighted as a collective work under international and local copyright laws, and the Company owns a copyright in the selection, coordination, arrangement, and enhancement of such content.
 - 11.3. The Company will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to the Company. If You believe that Your content has been copied in a way that constitutes copyright infringement, please provide the Company with the following:
 - 11.3.1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf,
 - 11.3.2. identification of the copyrighted work claimed to have been infringed,
 - 11.3.3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material,
 - 11.3.4. Your contact information, including Your address, telephone number, and an email address,
 - 11.3.5. a statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and
 - 11.3.6. a statement that the information in the notification is accurate, and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.
12. **Promotions.** Some users may promote competitions, promotions, prize draws, and other similar opportunities on the Portal ("Third Party Competitions"). The Company is not the sponsor or promoter of these Third Party Competitions and does not bear any responsibility or liability for the actions or inactions of any third parties who organize, administer, or are otherwise involved in any of promotion of these Third Party Competitions. If You wish to participate in any of these Third Party Competitions, You are responsible for reading and ensuring that You understand the applicable rules and any eligibility requirements and are lawfully able to participate in such Third Party Competitions in Your country of residence.
13. **Disclaimers.** The Portal is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable Law, the Company disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability. The Company makes no warranty or representation, whether express or implied, that the information or files available on the Portal 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 the Company, its employees, agents or authorised representatives. The Company 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 Portal.

14. Limitation of Liability and Indemnification

- 14.1. The Company shall not be liable for any direct, indirect, incidental, special or consequential loss or exemplary damages or losses which might arise from Your use of or reliance upon the Portal or the content contained in the Portal; or Your inability to use the Portal and/or any linked website as contemplated in clause 9.
- 14.2. You also indemnify the Company from any loss of profit, loss of goodwill, loss of business reputation, loss of data, cost of procurement of substitute services or other intangible losses, in relation to, or resulting from, Your use of the Portal and/or the Goods.
- 14.3. The Company cannot be held liable for any inaccurate information published on the Portal and/or any incorrect prices displayed on the Portal and does not guarantee, represent or warrant that Your use of the Portal will be uninterrupted or error free.

15. Portal Availability, Accuracy, Modification and Termination

- 15.1. The Company will use reasonable endeavours to maintain the availability of the Portal, except during scheduled maintenance periods, and reserve the right to discontinue providing the Portal or any part thereof with or without notice to You.
- 15.2. The Company is not responsible if information made available on the Portal, is not accurate, complete or current. Any reliance on the material on the Portal is at Your own risk.
- 15.3. Prices for the Goods are subject to change without notice.
- 15.4. The Company reserves the right, but are not obligated, to limit the sales of Goods to any person, geographic region or jurisdiction. The Company may exercise this right on a case-by-case basis.
- 15.5. The Company reserves the right to modify the contents of the Portal at any time but has no obligation to update any information on the Portal. You agree that it is Your sole responsibility to monitor changes and updates to the Portal.
- 15.6. The Company shall not be liable to You, or any third party, if it exercises its right to modify or discontinue the Portal (or any portion of the Portal). Unless explicitly stated otherwise, any new features that augment or enhance the current Portal shall be subject to these Portal Terms of Use.
- 15.7. The Company reserves the right to suspend or permanently disable accounts due to breach of these Portal Terms of Use or due to any illegal or inappropriate use of the Portal.
- 15.8. The Company reserves the right to refuse service to anyone at any time for any reason.
- 15.9. You may contact the Company at <https://atfonline.co.za/contact-support> for more information if You have violated these Portal Terms of Use and had Your account disabled.
- 15.10. At any time, You can choose to stop using the Portal, with or without notice to the Company.

16. General Provisions

16.1. **Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of the Republic of South Africa, without regard to its conflict of laws rules.

16.2. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the exclusive jurisdiction of the High Court of the Republic of South Africa (North Gauteng Division).

16.3. Disputes and Notices

16.3.1. Should any dispute, disagreement or claim arise between the Company and You in relation to the Portal, the affected party shall give notice in writing to the other party of the dispute. The parties shall endeavour to resolve the dispute amicably by referring the dispute to the senior management of the parties for negotiation and resolution. Should the parties fail to resolve such dispute without 30 (thirty) days from its referral to the senior management of the parties, either of the parties may proceed to institute legal action in a court with jurisdiction.

16.3.2. Nothing in these Portal Terms of Use shall preclude any party from seeking urgent, interim relief from any competent court pending the finalisation of the resolution process set out in this clause.

16.3.3. All notices to the Company in connection with these Portal Terms of Use must be served in writing as contemplated in clause 16.5.4 and the Company may change this address from time to time by updating the Terms of Use.

16.3.4. All notices to You shall be served on the physical address and/or email address forming part of Your profile information as Registered User.

16.4. **Electronic communications.** With You accessing the Portal or send emails, You consent to receiving communications from the Company electronically.

16.5. Information for purposes of ECT Act

16.5.1. Company name: All Things Firearms (Pty) Ltd, a private company registered in South Africa, registration number 2021/975197/07.

16.5.2. Postal address: PostNet Suite 32, Private Bag X855, Totiusdal, 0084.

16.5.3. Main business: Provider of products and services.

16.5.4. Official email address: support@atfonline.co.za (NOTE: All email communications between You and the Company must make use of the "Read Receipt" function to serve as proof that such communication has been received).

16.6. Waiver

16.6.1. **Affirmative Waivers.** Neither party's failure nor neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

16.6.2. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.

16.6.3. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

16.7. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

16.8. General

- 16.8.1. Where figures are referred to in numerals and in words, and if there is any conflict between the two, the parties agree that the words shall prevail.
 - 16.8.2. Clause headings in these Portal Terms of Use are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify its terms, nor any of its clauses.
 - 16.8.3. In these Portal Terms of Use, a reference to days, months or years shall be construed as Gregorian calendar days, months or years.
 - 16.8.4. You may not cede, assign, delegate, subcontract or otherwise transfer Your rights and obligations arising from these Portal Terms of Use to any third party.
 - 16.8.5. Nothing contained in these Portal Terms of Use shall be interpreted as establishing a joint venture or partnership between the parties.
 - 16.8.6. Neither of the parties shall act as the agent of the other and shall not have the authority, or represent that it has the authority, to bind the other party or incur credit on its behalf.
 - 16.8.7. These Portal Terms of Use, read with the policies as referenced herein, contains the entire agreement between You and the Company and no other warranty or undertaking is valid unless contained in this document.
17. **Privacy Policy.** For information about how the Company collects, uses, and shares Your information, please review the Privacy Policy as published on <https://atfonline.co.za/privacy-policy>, which is incorporated by reference.
 18. **Website Terms of Use.** For information about the terms and conditions of the Company's website, please review as published at <https://atfonline.co.za/website-terms-of-use>, which is incorporated by reference.