

# Website Terms of Use

**Acceptance of Terms of Use.** This is an agreement between All Things Firearms (Pty) Ltd (“Company”), the owner and operator of [www.atfonline.co.za](http://www.atfonline.co.za) (the “Website”) and you (the “User”, “You”, “Your” or “Registered User”). By using the Website, You acknowledge and agree to these 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 Website.**

## 1. Changes to Terms of Use

- 1.1. **Right to Change Terms.** The Company reserves the right, in its sole discretion, to change these Terms of Use ("Updated Terms") from time to time. It is Your responsibility to regularly check these Terms of Use and make sure that You are satisfied with the changes.
- 1.2. **Acceptance of Updated Terms.** Your use of the Website 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 Website.
- 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 Website from that point forward.

## 2. Account Security

- 2.1. 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 Website'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.

## 3. User Conduct.

You may not engage in any of the following prohibited activities:

- 3.1. copying, distributing, or disclosing any part of the Website in any medium, including without limitation by any automated or non-automated "scraping",
- 3.2. using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Website,
- 3.3. transmitting spam, chain letters, or other unsolicited email,
- 3.4. attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Website,
- 3.5. taking any action that imposes or may impose, at the Company's sole discretion, an unreasonable or disproportionately large load on Website infrastructure,
- 3.6. uploading invalid data, viruses, worms, or other software agents through the Website,
- 3.7. collecting or harvesting any personally identifiable information, including account names, from the Website,
- 3.8. using the Website for any commercial solicitation purposes,
- 3.9. impersonating another person or otherwise misrepresenting Your affiliation with a person or entity, conducting fraud, hiding or attempting to hide Your identity,
- 3.10. interfering with the proper working of the Website,
- 3.11. accessing any content on the Website through any technology or means other than those provided or authorized by the Website,

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

#### 4. **User Content**

- 4.1. **Content Ownership.** You retain all ownership rights to content uploaded by You to the Website.
- 4.2. **Content License.** By submitting content to the Website (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 Website in such a manner as required to deliver the services to You.
5. **Third Party Content.** Through the Website, 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.
  - 5.1. You acknowledge and agree that the Company provides access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement.
  - 5.2. Any use by you of optional tools offered through the Website 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).

#### 6. **Links to other Websites**

- 6.1. **Links.** The Website 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:
  - 6.1.1. the availability or accuracy of such websites or resources; or
  - 6.1.2. the content, products, or services on or available from such websites or resources.
- 6.2. **No Endorsement.** Links to such websites or resources do not imply any endorsement by the Company of those websites or resources.
- 6.3. **Assumption of Risk.** You acknowledge sole responsibility for and assumes all risk arising from Your use of any such websites or resources.
7. **Ownership and copyright.** The contents of the Website, 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 Website ("Website 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 Website. The Company make no representation or warranties in relation to any third party software or products that form part of the Website. You agree to not engage in the use, copying, or distribution of any of the Website other than expressly permitted.
8. **Copyright Policy.** The Company respects the intellectual property rights of others and expects Users of the Website to do the same. 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:

- 8.1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf,
- 8.2. identification of the copyrighted work claimed to have been infringed,
- 8.3. 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,
- 8.4. Your contact information, including Your address, telephone number, and an email address,
- 8.5. 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
- 8.6. 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.
9. **Promotions.** Some Users may promote competitions, promotions, prize draws, and other similar opportunities on the Website ("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.
10. **Disclaimers.** The Website 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 Website 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 in connection with Your access to or use of the Website.
11. **Limitation of Liability and Indemnification**
  - 11.1. 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 Website or the content contained in the Website; or Your inability to use the Website and/or any linked website as contemplated in clause 6.

11.2. 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 Website.

11.3. The Company cannot be held liable for any inaccurate information published on the Website and does not guarantee, represent or warrant that Your use of the Website will be uninterrupted or error free.

## 12. **Website Availability, Accuracy, Modification and Termination**

12.1. The Company will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to You.

12.2. The Company is not responsible if information made available on the Website, is not accurate, complete or current. Any reliance on the material on the Website is at your own risk.

12.3. The Company reserves the right to modify the contents of the Website at any time but has no obligation to update any information on the Website. You agree that it is Your sole responsibility to monitor changes and updates to the Website.

12.4. The Company shall not be liable to You, or any third party, if it exercises its right to modify or discontinue the Website (or any portion of the Website). Unless explicitly stated otherwise, any new features that augment or enhance the current Website shall be subject to these Terms of Use.

12.5. The Company reserves the right to suspend or permanently disable access to the Website due to breach of these Terms of Use or due to any illegal or inappropriate use of the Website.

12.6. The Company reserves the right to refuse service to anyone at any time for any reason.

12.7. You may contact the Company at <https://atfonline.co.za/contact-support> for more information if You have violated these Terms of Use and had Your access disabled.

12.8. At any time, You can choose to stop using the Website, with or without notice to the Company.

## 13. **General Provisions**

13.1. **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.

13.2. **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).

### 13.3. **Disputes and Notices**

13.3.1. Should any dispute, disagreement or claim arise between the Company and You in relation to the Website, 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.

13.3.2. Nothing in these 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.

- 13.3.3. All notices to the Company in connection with these Terms of Use must be served in writing as contemplated in clause 13.5.4 and the Company may change this address from time to time by updating the Terms of Use.
- 13.3.4. All notices to You shall be served on the physical address and/or email address forming part of Your profile information as Registered User.
- 13.4. **Electronic communications.** With You accessing the Website or send emails, You consent to receiving communications from the Company electronically.
- 13.5. **Information for purposes of ECT Act**
- 13.5.1. Company name: All Things Firearms (Pty) Ltd, a private company registered in South Africa, registration number 2021/975197/07.
- 13.5.2. Postal address: PostNet Suite 32, Private Bag X855, Totiusdal, 0084.
- 13.5.3. Main business: Provider of products and services.
- 13.5.4. Official email address: [support@atfonline.co.za](mailto: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).
- 13.6. **Waiver**
- 13.6.1. **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.
- 13.6.2. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
- 13.6.3. **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.
- 13.7. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 13.8. **General**
- 13.8.1. 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.
- 13.8.2. Clause headings in these 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.
- 13.8.3. In these Terms of Use, a reference to days, months or years shall be construed as Gregorian calendar days, months or years.
- 13.8.4. You may not cede, assign, delegate, subcontract or otherwise transfer Your rights and obligations arising from these Terms of Use to any third party.
- 13.8.5. Nothing contained in these Terms of Use shall be interpreted as establishing a joint venture or partnership between the parties.
- 13.8.6. 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.
- 13.8.7. These 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.

14. **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.
15. **Portal Terms and Conditions.** For information about the terms and conditions of the software application “portal.atfonline.co.za”, please review the Portal Terms of Use as published at <https://atfonline.co.za/portal-terms-of-use>, which is incorporated by reference.