



Skynamo Website Terms and Conditions

Version 1.3
30 October 2020

1. Introduction

- 1.1. This website can be accessed at skynamo.com (the "Website") and is owned and operated by Skynamo (Pty) Ltd (Registration Nr. 2012/052717/07) ("Skynamo", "we", "us" and "our").
- 1.2. These Terms and Conditions govern the contractual relationship between the Parties concerning the use of the Website.

2. Interpretation and definitions

- 2.1. **"Consumer"** means consumer as defined in section 1 of the CPA;
- 2.2. **"CPA"** means Consumer Protection Act, 68 of 2008;
- 2.3. **"Skynamo"** means Skynamo (Pty) Ltd (Registration Nr. 2012/052717/07);
- 2.4. **"Terms and Conditions"** means the terms and conditions for the use of the Website as set out in this document;
- 2.5. **"User"** means any person who accesses or makes use of the Website at any given time;
- 2.6. **"Website"** means skynamo.com;
- 2.7. **"Website Content"** means the contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in the Website.

3. Acceptance and application of terms and conditions

- 3.1. These Terms and Conditions apply to all Users of the Website and is binding and enforceable on all persons with access to the Website or any part thereof.
- 3.2. In so far as the CPA may be applicable, these Terms and Conditions contain provisions that appear in similar text and style to this clause and which
 - 3.2.1. may limit the risk or liability of Skynamo; and/or
 - 3.2.2. may create risk or liability for the User; and/or
 - 3.2.3. may create liability for the user to indemnify Skynamo; and/or
 - 3.2.4. serves as an acknowledgement, by the User, of a fact.
- 3.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 3.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Skynamo to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 3.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Skynamo in terms of the CPA.
- 3.6. By using the Website you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 3.7. If you do not agree to or accept these Terms And Conditions, please leave the Website immediately, as further use of the Website automatically binds you to these Terms and Conditions.

4. Disclaimer

4.1. *The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.*

4.2. Whilst Skynamo takes reasonable steps to ensure that the content of the Website is accurate and complete, Skynamo makes no representations and gives no warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.

4.3. *This Website is provided on an “as-is” basis, without any warranties or guarantees of any nature, whether implied or express, regarding the accuracy of information relating to products or services advertised on the Website. This Website is not compiled or provided to meet your individual needs. It is your sole responsibility to satisfy yourself, before you accept these Terms and Conditions, that the service available from and through this Website will meet your individual needs and be compatible with your hardware and/or software.*

4.4. Any views or statements made or expressed on the Website are not necessarily the views of Skynamo, its directors, employees and/or agents.

4.5. *In addition to the disclaimers contained elsewhere in these Terms and Conditions, Skynamo also gives no warranty or representation, whether express or implied, that the Website or 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 willful misconduct of Skynamo, its employees, agents or authorised representatives. Skynamo 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 Website.*

5. Limitation of liability and indemnity

5.1. This Website is provided free of charge, on an “as-is” basis, without any warranties or guarantees of any nature, whether implied or express, regarding the accuracy of information relating to products or services advertised on the Website or the working of the Website and this Website is not compiled or provided to meet your individual needs. Reliance on and use of our web site, content and services are therefore at your own risk. It is your sole responsibility to satisfy yourself, before you accept these Terms and Conditions, that this Website will be compatible with your hardware and / or software.

5.2. NEITHER SKYNAMO NOR ANY OF ITS REPRESENTATIVES, MEMBERS, EMPLOYEES, OFFICERS, AGENTS, CONSULTANTS, SERVICE PROVIDERS OR SUB-CONTRACTORS (HEREINAFTER “THE INDEMNIFIED PARTIES”) WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF WHATSOEVER NATURE SUFFERED BY YOU OR ANY THIRD PARTY, UNLESS OTHERWISE PROVIDED BY LAW, THAT IS A CONSEQUENCE OF:

5.2.1. YOUR ACCESS TO OR USE OF THIS WEBSITE;

5.2.2. THE UNAVAILABILITY OF ANY OF THE PRODUCTS OR SERVICES ADVERTISED ON THE WEBSITE;

5.2.3. THE INABILITY TO GAIN ACCESS TO OR USE THIS WEBSITE OR ANY OF THE PRODUCTS OR SERVICES ADVERTISED ON THE WEBSITE;

5.2.4. THE USE OF HYPERLINKS ON THIS WEBSITE OR THE USE OF ANY WEBSITE FROM WHERE YOU HYPERLINK TO OR FROM THIS WEBSITE;

5.2.5. THE VIOLATION OF ANY OF THESE TERMS AND CONDITIONS OR ANY OTHER LAW, REGULATION OR RULE BY YOU; OR

5.2.6. THE PRESENTATION OR TRANSFER OF INFORMATION OR CONTENT ON OR THROUGH THIS WEBSITE BY YOU.

5.3. You hereby indemnify the Indemnified Parties of any loss, damage, liability, claims and cost of whatsoever nature suffered by the Indemnified Parties, which was caused by or related to 5.2.1 to 5.2.6 above.

5.4. IN NO EVENT WILL SKYNAMO BE LIABLE FOR ANY INJURY, EXPENSE, LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, AND YOU INDEMNIFY SKYNAMO AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION WITH SUCH RELIANCE OR USE.

5.5. Skynamo reserves the right to defend and manage any and all claims arising out of the above and you agree to fully co-operate with Skynamo in this regard.

5.6. SKYNAMO WILL NOT BE LIABLE FOR ANY INACCURATE INFORMATION PUBLISHED ON THE WEBSITE AND/OR ANY INCORRECT PRICES DISPLAYED ON THE WEBSITE, SAVE WHERE SUCH LIABILITY ARISES FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SKYNAMO, ITS EMPLOYEES, AGENTS OR AUTHORISED REPRESENTATIVES. YOU ARE ENCOURAGED TO CONTACT US TO REPORT ANY POSSIBLE MALFUNCTIONS OR ERRORS BY WAY OF EMAIL TO HELLO@SKYNAMO.COM.

6. Privacy

6.1. Your use of the Website is subject further to our Privacy Policy. By using this website you agree that we may collect use and, where necessary, disclose information about you in accordance with our Privacy Policy.

7. Use of the website

7.1. By using the Website, you warrant that you are 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 Website 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 Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

7.2. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised representative of Skynamo (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

7.3. You may not use this Website or any of the content or information displayed on the Website in a manner that would bring us, our business and/or any of our employees or representatives into disrepute.

8. Intellectual property, ownership and copyright

8.1. The Website Content is protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Skynamo, its advertisers and/or sponsors and/or is licensed to Skynamo.

8.2. You will not acquire any right, title or interest in or to the Website or the Website Content by using the Website.

8.3. Where any of the Website Content have been licensed to Skynamo or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

8.4. This Website contains content which is owned by or licensed to Skynamo. This content includes, but is not limited to, the design, layout, appearance and graphics, and may be subject to copyright and / or other design or intellectual property rights. You may not copy, duplicate or use such information unless agreed with us and / or the right-holder or, in so far as such use happens when using the Website.

8.5. You may not in any way display, publish, copy, print, post or otherwise use any information and/or content from the Website and/or the information contained therein without the express prior written consent of an authorised representative of Skynamo.

8.6. You may not amend, copy, use, reverse engineer, disassemble or distribute the source code of this Website in any manner.

9. Use of hyperlinks

9.1. This Website may contain links (hyperlinks) or references to other websites (“Third-Party Websites”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Skynamo is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

9.2. Where we provide a link to a Third-Party Website, we do so with the understanding that such website contains or may contain information that is relevant to Skynamo. By linking to Third Party Websites, we do not create or have an affiliation with, or sponsor such websites. The inclusion of links of this nature does not indicate that Skynamo has reviewed such website’s content, products or services. Inclusion of such links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such Third-Party Website and does not imply that Skynamo associates or supports the content, products or services on such website.

9.3. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained thereon.

9.4. This Website may under no circumstances be framed or mirrored without the prior obtained written consent of Skynamo.

10. Availability, access and termination

10.1. Skynamo does not represent that this Website will be available at all times or at any specific time.

10.2. Skynamo will use all reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods. Skynamo however reserves the right to remove this Website or any parts of this Website in whole or in part without notice.

11. Changes to these terms and conditions

11.1. Skynamo may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not make any bookings on, or in any other way use, the Website.

11.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes. It is, therefore, your responsibility to review these Terms and Conditions on each occasion prior to making use of the Website.

11.3. The last update to these Terms and Conditions was made on **2 August 2018**.

12. Governing law and jurisdiction

12.1. These Terms and Conditions and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

12.2. In the event of any dispute arising between you and Skynamo, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

12.3. Nothing in this clause 12 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

13. Skynamo Information

13.1. For the purposes of the Electronic Communications and Transactions Act, Nr. 25 of 2002, Skynamo's information is as follows, which should be read in conjunction with its service descriptions and other terms and conditions contained on the Website:

13.1.1. Full name: skynamo.com, a division of Skynamo (Pty) Ltd a private company registered in South Africa with registration number Registration Nr. 2012/052717/07;

13.1.2. Main business: Software company

13.1.3. Physical address for receipt of legal service (also postal and street address): 11 Neutron Road, Capital Place Office Park, Technopark, Stellenbosch, 7600

13.1.4. Office bearers: Samuel Robert Clarke, Frans Johannes Christiaan Meyer, Marthinus Jacobus van Wyk

13.1.5. Phone number: 0861 345 345

13.1.6. Official email address: support@skynamo.com

14. General

14.1. Skynamo reserves the right to investigate complaints or reported violations of these Terms and Conditions and to take any action it deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Your IP addresses and traffic information, as allowed under our Privacy Policy.

14.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

14.3. Any failure on the part of you or Skynamo to enforce any right in terms hereof shall not constitute a waiver of that right.

14.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

14.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

14.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

14.7. These Terms and Conditions contain the whole agreement between you and Skynamo and no other warranty or undertaking is valid, unless contained in this document between the parties.

14.8. You are solely responsible for any and all costs that may apply to your access to and use of the Website.