

Welcome to Thekiso Attorneys Inc

TERMS AND CONDITIONS

1. Introduction

- 1.1 This website can be accessed at www.thekisoinc.com , related mobi-sites and software applications (the **"Website"**) and is owned and operated by Thekiso Attorneys Inc (**"TA Inc"**, **"we"**, **"us"** and **"our"**).
- 1.2 These Website Terms and Conditions (**"Terms and Conditions"** or **"Ts & Cs"**) govern the ordering, sale and delivery of Goods, and the use of the Website.
- 1.3 The site enables visitors to receive more information about us and also enables buyers to shop for items including legal agreements/contracts and courses related to South African law (**"the products"**) online and have them delivered in electronic form (online, by email or downloadable document) within South Africa and other territories.
- 1.4 We may employ the use of cookies. By using TA Inc's website, you consent to the use of cookies in accordance with TA Inc's privacy policy. Most of the modern-day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

2. Legally binding contract

- 2.1 All users including those that buy from the site (**"buyers"**) are bound by these **Ts & Cs**.
- 2.2 By using the site or buying the products, you recognise that you've read, accepted and agreed to be bound by these T&Cs.
- 2.3 Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask TA Inc to explain the relevant clause to you before you accept the T&Cs by using or buying from the site.

3. Products and availability

- 3.1 The site allows you, the user, to place electronic orders (**"order"**) for one or more products on offer as long as such products are available and not sold out.
- 3.2 A purchasing contract ("sale") between you and TA Inc only comes into effect once you have fully completed AND submitted the online order form for one or more products in your basket (**"shopping cart"**) AND your payment has been authorised by your financial institution, TA Inc (or has been received into TA Inc's bank account). The above is dependent on the product being available.
- 3.3 Please note that the stock of all items on offer is limited. If it happens that TA Inc is unable to fulfil any order at the advertised price because stock is sold out, TA Inc will inform you and you'll be entitled to a refund for the rand value of your purchase.
- 3.4 Products on TA Inc cannot be reserved to be bought at a later stage and placing an item in your basket without completing the order does not amount to a sale or an order. This means that TA Inc may remove any item from your basket before the sale actually takes place in the event of the product going out of stock.
- 3.5 TA Inc cannot be held responsible if an order has become unavailable by the time you try to complete a purchase at a later stage.

4. Cancelling and ending orders

TA Inc reserves the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you. TA Inc will be liable for reimbursing you the rand value paid only if you have already paid for the cancelled order. You have the right to return item(s) purchased (see TA Inc's Delivery and Returns Policy in paragraphs 6-10 below for more information).

5. Fraud

5.1 TA Inc reserves the right, in the interest of preventing fraud, to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely.

5.2 TA Inc may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.

5.3 In the event of a fraudulent purchase being placed on TA Inc, cardholders will be advised to initiate a chargeback via their bank in order to be refunded.

5.4 TA Inc does not process refunds for orders suspected of fraud.

5.5 TA Inc does not provide order details relating to orders suspected of fraud.

6. Delivery

6.1 Delivery of electronic products is by email or downloadable document only.

6.2 TA Inc does not deliver documents to PO Boxes or physical addresses.

7. Making a Payment

7.1 Paying by credit card

7.1.1. Credit Card Transactions are acquired by Peach Payments, a registered systems operator and payment gateway in South Africa. (We may utilise another reputable, registered systems operator and payment gateway in South Africa from time to time). Card Holders may go to www.peachpayments.com to view their security policy.

7.1.2 TA Inc accepts payments made by Visa and MasterCard Credit Cards as well as chipped debit cards that have been activated for online purchases, and Electronic Funds Transfer ("EFT").

7.1.3 When you place an order, the transaction details are presented to the bank for authorisation of the payment amount.

7.1.4 If authorisation is not obtained, the order is cancelled. If authorisation is obtained, payment is usually immediate. You guarantee that you are fully authorised to use the debit or credit card for payment of your order and that there are sufficient funds in this credit card account to cover the costs of any transactions you complete on TA Inc.

8. Delivery

8.1 TA Inc delivers by email or downloadable document anytime in the Republic of South Africa (or anywhere else over the internet).

8.2 As a buyer, you will provide your name and contact details including email address to be used in connection with delivery.

9. Delivery time and delays

9.1 Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in electronic form in South Africa is 2 working days.

9.2 As outlined in Paragraph 8.1 above, all TA Inc deliveries can take place during business hours or automated instantaneously online. However, there are no email deliveries over weekends or on public holidays.

9.3 Queries on delivery may be brought to the attention of TA Inc by emailing admin@thekisoinc.co.za

10. Defective items, returns and reimbursement

If you are dissatisfied with your purchase due to a defect, incorrect product choice or other reason, you may return it to TA Inc within 14 days of delivery, free of charge if you are based in South Africa, and either receive a refund, or have the product repaired or replaced, depending on the situation. Electronic form products are not returnable once transmitted and our courses are not refundable once completed.

11. License

11.1 Unless otherwise stated, TA Inc owns the intellectual property rights for all material on TA Inc. All intellectual property rights are reserved. You may view and/or print pages from <https://www.TA Incline.co.za> for your own personal use subject to restrictions set in these terms and conditions.

11.2 You must not:

11.2.1 Republish material from <https://www.thekisoinc.com>

11.2.2 Sell, rent or sub-license material from <https://www.thekisoinc.com>

11.2.3 Reproduce, duplicate or copy material from <https://www.thekisoinc.com>

11.2.4 Redistribute content from TA Inc (unless content is specifically made for redistribution).

12. Disputes

12.1 In the event of any disputes of any kind between you and TA Inc, arising out of any situation catered for in these Terms and Conditions (or that arises out of these Terms and Conditions) and that cannot be resolved by us, the dispute may be presented for negotiation between TA Inc and you.

12.2 Should this matter not be resolved by negotiation, it will be referred to confidential arbitration.

12.3 Such arbitration will be handled according to the rules stipulated by the Arbitration Foundation of South Africa or Tokiso Dispute Resolution (Pty) Ltd.

13. Content Liability

We shall have no responsibility or liability for any content appearing on our Website and/or social media channels, if any. The materials published on this Website are provided for general information purposes only and do not constitute legal or other professional advice. Whilst every effort is made to update the information regularly and to offer the most up to date, accurate information, we accept no liability or responsibility whatsoever if any information is, for whatever reason, incorrect, inaccurate or dated. We accept no responsibility for any loss or damage, whether direct, indirect or consequential, which may arise from access to or reliance on the information contained in these pages. TA Inc has also taken reasonable measures to ensure the integrity of this Website and its contents, however no warranty is given that any files, downloads or applications available via this website are free of viruses which have the ability to corrupt your system. TA Inc reserves the right to make changes to these Terms of Use and any information contained on this website at any time.

14. Disclaimer

- 14.1 To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).
- 14.2 Nothing in this disclaimer will:
- 14.2.1 limit or exclude our or your liability for death or personal injury resulting from negligence;
 - 14.2.2 limit or exclude our or your liability for fraud or fraudulent misrepresentation;
 - 14.2.3 limit any of our or your liabilities in any way that is not permitted under applicable law; or
 - 14.2.4 exclude any of our or your liabilities that may not be excluded under applicable law.
- 14.3 The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:
- (a) are subject to the preceding paragraph; and
 - (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 14.4 To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

15. Indemnity

TA Inc is responsible for adhering to the Consumer Protection Act 68 of 2008 ("CPA") with the sale of any products from the site. Similarly, **TA Inc** is responsible for adhering to articles 43(5) and 43(6) of the Electronic Communication and Transactions Act in terms of payment systems and security. However, neither **TA Inc** nor any of its representatives will be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

16. Credit & Contact Information

If you have any queries regarding any of our terms and conditions, please contact us.

17. Legal notice address

TA Inc elects as address for all purposes regarding these terms and conditions, whether for legal notices or serving of other communication documents of any kind, the following:

admin@thekisoinc.co.za; Leslie Avenue, Magaliessig - Gauteng, South Africa