

ZA-TCmkt05

Website terms and conditions template: marketplace for goods; buyer subscribes for access

Terms and Conditions applicable to a buyer of Products using [Ourname]

These terms and conditions are the contract between you and [Ourname] ("us", "we", etc). By visiting

[Ourname] is a trade name of [company name] , [company number incorporated in the Republic of South Africa], [/]

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18

Please read this agreement carefully and save it. If you do not agree with it, you should leave

1. Definitions

["App"] means the [Our name] mobile phone / cell-phone application which enables a user to select order].

"Content" means the textual, visual or audio content that is encountered as part of your experience using [the App or] Our Website. It may include, among other things: , , , .

["Our name]" means us. It also means the membership marketplace we operate .

["Our name] Membership Service" " means the market place service we provide as set out on " .

"Our Website" means any website of ours, and includes all .

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website,

" " " "

;

"Product" means any item offered for sale through Our Website by a Seller. It includes both physical products and soft copy downloaded

"Act" Means the Electronic Communications and Transactions Act 2002.

"Seller" means a person who offers Products for sale on Our Website under the terms []

"User" means any person other than you who uses the [Our name] Membership

"you" "yours" etc, means you, the party to this agreement.

2. Our contract

2.1. [Ourname] is a marketplace. We are agents of a Seller only to the extent of his use of Our Website as a platform

2.2. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our discretion, []

2.3. We are not responsible to you further than to take your money

2.4. We are not responsible for delivery of any Product you order or for the returns and repayment procedure

2.5. These terms and conditions regulate the business relationship between you and us. By buying [Our name] Membership Service or using Our

- 2.6. Purchase of [Our name] Membership Service entitles you to receive from us a code which will entitle you to a discount of [15%] for Products bought from any Seller. Note that [Our name] Membership Service does
- 2.7. We provide a market place for the supply of Products. We
- 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
- 2.8. any complaint about any Product.
- 2.9. In any dispute with a Seller, you should deal only with the Seller. We have
- 2.10. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

3. Your account and personal information

- 3.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do

4. Membership

- 4.1. Details of the cost and benefits of [Our name] Membership Service are as set out on
- 4.2. Payment for a [Our name] Membership Service is for [one year / a fixed period of time]. At least two weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership is
- []
- 4.3. The Act give you 7 days within which you may cancel your [Our name] Membership and ask for a full refund of your money. However, our [members / customers / subscribers] want to use our [Our name] Membership Service immediately. For that []
- 4.4. So if you wish to subscribe, you must first instruct us to allow you to use [Our name] Membership Service immediately, knowing that
- 7 “
- ”
- 4.5. You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to [start immediately / give you immediate access / provide the [Our]].
- 4.6. At any time before expiry of your membership, you may use the “My Account” tab on Our Website to access
- 4.7. At expiry of your [Our name] membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and []

4.8. Termination of this agreement by you or us at any time for any reason will not

4.9. Subject to last previous sub-paragraph, you may cancel membership within [15] days after the day we confirm the renewal of your [Our name] membership. If you

[15]

4.10. Other than the limitation set out above [Our name] Membership Service is

Apart from your cancellation right, termination of Service will be regulated by

4.11. We reserve the right to modify the [Our name] Membership Service and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Our name] Membership Service after such modifications shall be deemed an acceptance by you to be bound by

5. The buying procedure

5.1. [Our name] is not responsible for the fulfilment

5.2. Prices listed on Our Website by Sellers are inclusive

5.3. Unless it is clear to the contrary, you may assume that every sale is made

5.4. Products may be offered for sale subject to any discount or promotion arranged between []

5.5. Subject to discounts and promotions, Products are offered for sale at a fixed price. VAT may be due and will be either included in the

5.6. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each

Product offered for sale. It may be changed at the

- 5.7. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not
- 5.8. You are required to pay in the currency in which a Product
- 5.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither
- 5.10. For security purposes (yours and ours) we will not permit more than a maximum number of
- 5.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given

6. Security of your **[credit card]**

We take care

- 6.1. **Card payments are not processed through pages controlled by us.**
- 6.2. **If you have asked us to remember your credit card details in readiness for your next purchase**

7. The [Our name] guarantee

7.1. To give you the utmost confidence []

,

.

7.2. If the Seller fails to supply an Product to you for

,

,

.

7.3. This guarantee is subject to the following conditions:

7.3.1 you must first follow the returns and

;

7.3.2 the maximum payment is R [Amount]. We will make

[30 60]

,

;

7.3.3 the claim

;

7.3.4 you must provide a street address to us

: [

,

,

];

7.3.5 you are limited to a lifetime maximum

[]

[

]

;

7.3.6 you must **not**

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7.4. [The guarantee set out in

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8. Cancellation and refunds: Product terms

This and the following paragraph is not contractually part of this agreement.
These are statement of your rights as a consumer as defined

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8.1. As required by the law, details of Seller's

8.2. Products are delivered within [14]

8.3. You may cancel your order at any time
7days

8.4. You are responsible for the cost of returning a

8.5. If you fail to return it within [14] days after cancelling

8.6. The option

8.6.1 if you purchase sealed goods which relate to health

8.6.2 sealed audio or sealed video

8.6.3 if the goods become mixed ()

8.7. If a Product is to be delivered to you

8.8. In the event of cancellation of an order

30

8.9. To assist the Seller in identifying your Product on receipt by

]

8.10. This paragraph does not

9. Products returned

These provisions apply in the

9.1. The Seller does not accept returns unless there was a

9.2. Before you return a Product to the Seller, please carefully re-

9.3. The Products must be returned to

6

9.4. So far

9.4.1 with both Product and

9.4.2 securely wrapped;

9.4.3 including the Seller's delivery slip;

9.4.4 at your risk and cost.

9.5. We advise you to follow the returns procedure set out on your Seller's website

9.6. If delivery was made to a South

2008

9.7. If the Seller

9.7.1 refund the cost of return carriage;

9.7.2 repair or replace the item as he chooses.

10. How we handle your Content

10.1. Our privacy policy is .

10.2. If you Post Content to any public area of Our .

10.3. Even if access to your text is behind a user registration it , .

10.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant , , , , , .

10.5. We will use that licence only for commercial .

10.6. You agree to waive your right to be identified

1978 .

10.7. [You now irrevocably authorise us to publish , , , , ,].

10.8. Posting content of any sort does not change your .

10.9. You understand that you are personally responsible for your breach of , , , , , ;

10.10. You accept all risk and

10.11. Please notify us

10.12. [\[We do not solicit ideas or text for improvement of our Service, but if](#)

[/]].

11. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or

:

11.1. be unlawful,

;

11.2. consist in

,

;

11.3. be obscene,

,

,

,

;

11.4. be sexually explicit or pornographic;

11.5. be likely to deceive any person or be

,

;

11.6. use a Posting to solicit responses

;

11.7. request or collect passwords or other personal

,
;

11.8. be used to sell any goods or services or for any other commercial use
not intended by ,

. :
,
;

11.9. include anything other than words (i.e.
)

;

11.10. facilitate the provision

;

11.11. link to

;

11.12. use distribution lists that include

;

11.13. send age-inappropriate

18 .

12. Your Posting: restricted content

In connection with the restrictions set out ,

.

In addition to the ,

:

12.1. hyperlinks,

;

12.2. keywords or words ,

.

12.3. the name,

.

12.4. inaccurate, false, or misleading information.

13. Removal of offensive Content

13.1. For the avoidance of doubt,

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13.2. We are under no obligation to monitor or record the activity of any user of Our ,

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13.3. If you are ,

:

13.3.1 your claim or complaint must be submitted to us in the form

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13.3.2 we shall remove

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13.3.3 after we receive notice of ,

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13.3.4 we may re-

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13.4. In respect of any complaint made by you or any person on your behalf,

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13.5. You now agree that if any complaint is made

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14. Security of Our Website

If you violate

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You now agree that _____ ,
_____ :

14.1. modify, copy, or cause damage
_____ ,
_____ .

14.2. link to Our Website in any way that would cause the appearance

_____ ;
14.3. _____ ,
_____ ;

14.4. _____ , _____ ,
_____ ;
_____ ,

14.5. _____
_____ ;

14.6. _____ ,
_____ ,
_____ ;
_____ ;

14.7. _____
_____ ;

14.8. _____ ,
_____ :

14.8.1

_____ .
_____ .
_____ , _____ , _____ ,
_____ .
_____ .

14.8.2

15. Storage of data

15.1.

15.2.

15.2.1

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15.2.2

OR

15.3.

15.4.

15.5.

15.6.

16. Termination

16.1. []

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16.2.

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16.3.

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16.4.

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16.5.

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16.5.1

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16.5.2

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16.6.

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16.7.

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17. Your claims: defamation and intellectual property

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17.1.

17.2.

17.3. Our follow-up investigation of your complaint.

17.4.

17.5.

18. Copyright and other intellectual property rights

18.1. ,
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18.2.

19. Interruption to the [Our name] Membership Service

19.1. []

19.2.

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19.3. []

19.4.

[]

20. Indemnity

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20.1. [] ;

20.2.

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20.3.

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20.4. your failure to comply with any law;

20.5.

21. Disclaimers about the [Our name] Membership Service

21.1. []

21.2. ,

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21.3.

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21.4.

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21.5.

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21.6.

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21.7. [“] []

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21.7.1 of satisfactory quality;

21.7.2 fit for a particular purpose;

21.7.3 , ,

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22. Disclaimers about the Products

22.1.

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22.2.

22.3.

22.3.1

22.3.2 the Seller performing his contract;

22.4.

22.5.

23. Miscellaneous matters

23.1.

23.2.

23.3.

23.4. [] ,
2000
2013 .

23.5.

23.5.1

23.5.2

23.5.3

23.5.4 issue a claim in any court.

23.6.

23.7.

23.8.

23.9.

It shall be deemed to have been delivered:

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72

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- : 24

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23.10.

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23.11.

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23.12.

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23.13.

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23.14.

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23.15.

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Explanatory Notes:

Website terms and conditions template: marketplace for goods; buyer subscribes for access

Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your products or services. It therefore helps you to obtain their

We use

“Product”

“Our Website”

You decide to change to

“Mobile phones” / “Home wares”

“The Jones Site” / “ ”

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Our contract

The contractual relationship between you and user of your website is important if you are to avoid being deemed to be involved in

This paragraph is concerned with the basics of what each side is expected to do and not do.

3. Your account and personal information

Edit as required. We have no

4. Membership

We cannot know the terms of your membership. We advise that you enter carefully by edit

We have provided for auto renewal of the membership contract. In law that provision would be void. You cannot unilaterally renew a contract. However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later complain if he has continued to

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy

5. The buying procedure

This is the story of how your system works. It must be set down to match the

6. Security of your [credit card]

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his

For payment you may have various alternatives like

7. The guarantee

This provision is very much an option. You can take it on in a suitable form or you can

8. Consumer protection: cancellation and exclusions

These paragraphs ensure compliance with Electronic Communications and Transactions Act 2002 (ECTA)

7

9. Products returned

See last note. The same proposition applies.

10. How we handle your Content

It is a question of balance and maybe how your buyers will

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up

11. Restrictions on what you may Post to Our Website

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

Of course, anyone who wishes

We have provided a vast menu of possibilities. We suggest that

12. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

13. **Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved by your site content.
He may or may not be one

14. **Security of Our Website**

There is an intentional overlap here with the paragraph on

15. **Storage of data**

This provision

16. **Termination**

It is at and after termination

17. **Your claims: defamation or intellectual property**

This is really a notice to third parties to make clear your responsible attitude

18. **Copyright and other intellectual property rights**

We have no comment

19. **Interruption to the [Ourname] Membership Service**

This may .

20. Indemnity

We suggest no edits.

21. Disclaimers about our Service

Disclaimers are not always binding. The law is complicated and much depends .

22. Disclaimers about the Products

We advise you ,

23. Miscellaneous matters

Unless you have a good , .

End of notes