

Terms and Conditions: Membership Fee and Sale of Merchandise

Golden Key International Honour Society- Southern Africa (“Golden Key”)

of

210 Amarand Ave,

Spaces Building, Menlyn Maine,

Pretoria, South Africa

INTRODUCTION

These are our terms and conditions regulating membership fee and sale of our merchandise. These terms and conditions become a binding Agreement between you and Golden Key, if accepted, so please read them carefully. If you are uncertain, or you do not agree with the terms and conditions, then you should not accept them.

By providing any and all of your personal information when transacting with Golden Key in relation to membership or sale of merchandise, you consent to the processing of your personal information by Golden Key in terms of the Protection of Personal Information Act 4 of 2013.

PART 1: DEFINITIONS

"Agreement" means these terms and conditions;

“member(s)” means Golden Key member(s);

"membership fee" means a fee payable in order to become a Golden Key member;

“Indemnified Party” means each of Golden Key employees, officers, contractors, consultants and agents from time to time, and any related entities, associates or affiliates of Golden Key, and each of their respective officers, employees, contractors, consultants and agents from time to time;

"merchandise" means Golden Key merchandise;

“our website” means the Golden Key website;

"personal information" means any and all information you provide to us as you take up membership or purchase merchandise and includes, but not limited to:

- Your registration details including your name, address, telephone number, email address and fax numbers;
- Your financial information;
- Unique identifiers including your company name and VAT number;
- The information obtained from you in confirmation of your identity, address and contact information for security and verification reasons;
- That information defined as personal information in section 1 of the Protection of Personal Information Act.

"**purchaser**" means a person (natural or juristic) who purchases merchandise;

"**user**" or "**users**" means anyone who uses our website;

"**VAT**" means any value added tax, or consumption tax;

"**we**", "**us**", "**our**", "**ourselves**" and "**Golden Key**" are used interchangeably in this Agreement and all mean Golden Key;

"**you**" or "**your**" means you as a member or purchaser as the case may be.

PART 2: SPECIFIC TERMS

1. Membership Fee

- 1.1 Golden Key members are required to pay a membership fee when they take-up membership.
- 1.2 Payment of membership fee is once-off and membership is for a lifetime, unless if terminated for whatever reason.
- 1.3 Membership gives members an opportunity to apply for and access various Golden Key opportunities and privileges to which they may qualify e.g scholarships etc.

2. Refund of Membership Fee

- 2.1 Membership fee is refundable if a member terminates membership within 7 (seven) days of joining Golden Key, provided that such member has not received an electronic membership certificate and has not accessed any membership benefits.

3. Sale, Return of Merchandise and Refund

- 3.1 Merchandise is sold online on our website or physically at our various events.
- 3.2 Where merchandise is purchased online, the purchaser shall in addition to the purchase price pay Golden Key all costs to courier the goods purchased to the chosen destination and Golden Key shall facilitate the courier process. The courier costs will be determined and paid prior to the purchased goods being sent to the purchaser.
- 3.3 We will courier merchandise to the chosen destination (subject to clause 3.10) of the purchaser within 2-3 weeks (two to three weeks) of the sale being concluded except in case where the item purchased is made to a purchaser's specifications (made-to-order item).
- 3.4 A purchaser may return merchandise (a 'cooling off period') within 7 (seven) days after delivery, without penalty, should the product be unsatisfactory or incorrect.
- 3.5 Merchandise must be returned in original packaging and in original condition.
- 3.6 The purchaser will be liable for the costs of returning the goods, should it relate to a change of mind purchase.
- 3.7 Refunds will be processed within 30 (thirty) days of receipt of the returned goods on condition that they are in original condition.
- 3.8 Merchandise which cannot be returned for reasons of public health, or which is prohibited by public regulation from being returned is not returnable. Merchandise made to the purchaser's specification is similarly not returnable.
- 3.9 All prices are quoted in South African Rand and are inclusive of VAT.
- 3.10 Merchandise will only of be delivered within South Africa. Purchasers who require merchandise to be delivered outside South Africa will make own arrangements in that regard.

4. Refund for Development Opportunities

- 4.1 There is no refund for courses, assessments or other development opportunities registered for or undertaken by members.

PART 3: GENERAL TERMS

5. Golden Key May Change These Terms and Conditions

- 5.1 We have a discretion to change the terms of this Agreement at any time. If we do so, we will post details of any changes on our website and the change will be effective from date of publication.
- 5.2 By accepting this Agreement and any notifications of changes to this Agreement, you also agree to accept and be bound by any changes made by us under this clause 5. In any event, your continued use of the services after any changes to the terms of this Agreement have taken effect in accordance with clause 5.1, will be deemed to be your acceptance of those changes to the terms of this Agreement.

6. Use of Our Website

- 6.1 In using our website, you must not:
- 6.1.1 illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute software or other data;
 - 6.1.2 alter, damage, destroy, erase, interfere with or attempt to interfere with, or infect our files, data and other computer systems and network resources or those of other users or any other person, or access, copy, modify, remove or impair the reliability, security or operation of, any data or files or other information stored in these systems or network resources;
 - 6.1.3 impair the electronic communications to or from, or interfere with or obstruct the lawful use of, or otherwise cause any unauthorised computer functions to our computer systems or those of other users or any other person;
 - 6.1.4 engage in any practice or conduct that is unlawful under any laws applicable to you;
 - 6.1.5 copy or modify any content from our website;
 - 6.1.6 harvest or otherwise collect information about users (including email addresses);
- 6.2 The information and material contained on our website has been prepared in accordance with the laws of the Republic of South Africa and it may therefore not comply with the laws of other countries. We make no representation that the information and material contained on our website complies with the laws (including any intellectual property laws) of any country other than the Republic of South Africa. If you choose to access our website from outside the Republic of South Africa, you do so at your own risk and will be responsible for ensuring compliance with the laws of the country in which you are located.
- 6.3 You agree to use user information only in accordance with applicable laws and regulations (including, without limitation, the Protection of Personal Information Act and other data protection laws).

6.4 You agree that -

6.4.1 You will not provide misleading information.

6.4.2 You are at least 18 years of age.

6.4.3 You may not use any of the Golden Key trademarks or variations thereof without prior authorisation by Golden Key.

7. Entering into this Agreement

7.1 You represent and warrant to us:

7.1.1 if you are an individual, that you are eighteen (18) years of age or over and of full legal capacity and thus capable of entering into this Agreement and performing your obligations under this Agreement; or

7.1.2 if you are a juristic entity:

7.1.2.1 that you are duly incorporated and have been issued with a certificate of commencement of business; and

7.1.2.2 entering into this Agreement does not violate your constitution; and

7.1.2.3 you have the power and have taken all corporate and other action required to enter into this Agreement and to authorise entering into this Agreement and performing your obligations under this Agreement.

7.2 Transactions in case of a minor:

7.2.1 If you are under 18 years of age or if you are not legally permitted to enter into a binding and enforceable agreement, then you may not transact on our website, unless you are duly supervised, and you have obtained the consent of your parent or legal guardian.

7.2.2 If your parent or legal guardian supervises you and gives their consent, then such person hereby agrees to be bound and to be liable and responsible for you and for all your obligations or duties in terms of this Agreement.

7.2.3 We strictly reserve our rights to prohibit your access to our website and cancel orders should we in our sole discretion find that you have failed for whatsoever reason to comply with the aforementioned provisions or the remaining provisions of these terms and conditions, without prejudice to any other rights that we may have at law.

7.2.4 To the extent that you utilize our services, we shall deem it that you were / are supervised by and that you have obtained the consent of your parent or legal guardian. The onus to prove that you were not supervised or did obtain the requisite consent shall rest with you.

8. Privacy Statement

8.1 We have agreed to notify you of the following when collecting your personal information:

8.1.1 Our name and address;

8.1.2 The purpose for which the information is being collected;

8.1.3 Whether or not the supply of information by yourself is mandatory or voluntary;

8.1.4 The consequences of a failure to provide the requisite information;

8.1.5 Any particular law authorising or requiring the collection of the information;

8.1.6 Whether we intend to transfer the information to a third country or international organisation and the level of protection afforded to the information by the said third country or international organisation;

8.1.7 Any further information such as:

- the recipient of the information or with whom the information may be shared;
- the nature and category of the information;
- your right of access to and the right to rectify that information;
- your right to object to the processing of your personal information; and
- the right to lodge a complaint with the Information Regulator and the contact details of the Information Regulator.

8.2 The information we collect from you is collected for a specific, explicitly defined and lawful purpose related to the function and activity of Golden Key as set out in this Agreement. You acknowledge and agree that we may collect this information from you in connection with or as a consequence of your use of our website.

8.3 We collect information solely for the purpose of registration of membership and sale of merchandise.

8.4 We will not sell, share, or use this information in any way other than as disclosed in this privacy statement.

9. Disclaimer and Limitation of Liability

9.1 Notwithstanding, and in addition to any other provision in this Agreement, you agree that we will not be liable to you or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access our website, or as a consequence of such use, access, reliance, or inability to access,

including, but not limited to any loss relating to one or more, or a combination, of the following:

- 9.1.1 a failure, or error in the operation, of all or any part of our website, or any other computer systems or network resources to which it may be connected or upon which it may rely, or the taking offline of our website for any reason;
 - 9.1.2 any circumstances which produce or have the consequence of producing a degradation, fall-off, or complete severance of access to our website or any other computer systems or network resources to which it may be connected by any person;
 - 9.1.3 whether we or another person could have foreseen such a loss or type of loss, or were negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage;
 - 9.1.5 any personal losses or hardship, stress and anxiety, nervous shock, or other personal suffering or condition;
 - 9.1.6 any errors or omissions or negligence on our part;
 - 9.1.7 any action taken by us under this Agreement.
- 9.2 To the extent permitted by law, all terms, conditions and warranties or representations, or representation whether express, implied, statutory, common law or otherwise relating to our website or anything in these terms and conditions, are excluded unless expressly included in this Agreement.

10. Release and Indemnity

- 10.1 Notwithstanding, and in addition to any other provision in this Agreement, to the maximum extent permitted by law, you agree to release from, and indemnify, each Indemnified Party, against, any claims, losses, liabilities, suits, demands, proceedings, costs or expenses (including legal costs on a full indemnity basis) directly or indirectly related to, or, arising out of your use of our website.

11. Disputes

- 11.1 You and Golden Key must follow the procedure for resolving any dispute in connection with or arising out of this Agreement, in accordance with this clause 11 before starting any proceedings (except proceedings seeking urgent relief).
- 11.2 The procedure for resolving a dispute is as follows:
- 11.2.1 first, either you or Golden Key may give notice to the other about the nature of the dispute (" Notice ") and you and Golden Key will seek to negotiate a settlement within 14 (fourteen) working days of receipt of the Notice;
 - 11.2.2 failing such a settlement, either party may seek recourse from any competent forum with jurisdiction to adjudicate the dispute.

- 11.3 You shall be liable for all costs incurred by us in the enforcement of any rights which we have in terms of this Agreement or in the recovery of any monies due to us, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted in connection with the satisfaction or enforcement of such judgement against you.

12. Entire Agreement

- 12.1 This Agreement constitutes the entire Agreement between you and Golden Key.
- 12.2 Unless the context indicates otherwise, this Agreement incorporates all other agreements between the parties. Should there be any conflict between any other agreement and this Agreement, the provisions of this Agreement shall prevail.

13. Non-Waiver

- 13.1 Other than as otherwise specified in this Agreement, neither the failure of a party to enforce at any time any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

14. Governing Law

- 14.1 This Agreement will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the jurisdiction of the courts of the Republic of South Africa in relation to any legal action, suit or proceedings arising out of or with respect to this Agreement.

15. Notices

- 15.1 You choose your domicilium citandi et executandi ("domicilium") for the purposes of giving any notice serving any legal process and for any other purpose arising from this Agreement at your physical and email addresses you provided on our website.
- 15.2 Any notice to be served by either party to the other must be in writing and will be sent by hand delivery, post or email to the relevant party to this agreement at its respective address as specified on the application for registration on our website and, in the case of Golden Key: 210 Amarand Ave, Spaces Building, Menlyn Maine, Pretoria, South Africa and in the case of mail, it will be deemed to have been served three (3) business days after posting.
- 15.3 In the case of email, it will be deemed to have been served if no return email stating that the email cannot be delivered is received. If a notice is served by hand and proof thereof is made available, the notice will then be deemed to be delivered on the actual date and time of delivery.