

Website Terms and Conditions of Use

Version 1.0

Date: 01 September 2020

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS WEBSITE, YOU AGREE TO OBSERVE ALL TERMS AND CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE. IF YOU DO NOT AGREE WITH ANY TERM OF THESE TERMS AND CONDITIONS, YOU MUST CEASE YOUR ACCESS OF THIS WEBSITE IMMEDIATELY.

1. Definitions

- 1.1. **"Ohmega"** or **"We"** or **"Us"** means Ohmega (Pty) Ltd, a limited liability company incorporated according to the company laws of the Republic of South Africa with registration number 2014/137287/07.
- 1.2. **"You"** or the **"User"** means any person accessing or browsing any part of the Website for any purpose.
- 1.3. **"Website"** means the website of Ohmega at URL <http://www.ohmegashop.co.za/> (including subdomains) or such other URL as Ohmega may choose from time to time.

2. Use Subject to these Terms and Conditions

- 2.1. Your use of and access to this Website is at all times governed by the terms of these Terms and Conditions, and by accessing this Website you agree to adhere to the provisions thereof. Your agreement to these Terms and Conditions will be deemed to have been given on the date when you first accessed this Website.
- 2.2. If you do not agree to these Terms and Conditions, you must cease your access and use of this Website immediately.
- 2.3. These Terms and Conditions include Ohmega's Privacy Policy, which is included herein by reference and can be accessed <http://www.ohmegashop.co.za/terms-conditions/> .
- 2.4. Due to legal and other developments, Ohmega reserves the right to amend the terms of this agreement at any time and without notice to you. It is your duty to remain apprised of the current version of these terms and conditions. Please refer to the last revision date at the top of this document. Continued use of the Website subsequent to any amendments having been affected constitutes your acceptance of the Terms and Conditions as amended.

3. Content

- 3.1. THIS ENTIRE WEBSITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "AS IS" AND "AS AVAILABLE". OHMEGA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEBSITE OR THE INFORMATION CONTAINED IN IT UNLESS THIS IS SPECIFICALLY IMPOSED BY LAW.

- 3.2. Users should under no circumstances regard anything contained on this Website as an offer, but as an invitation to do business. We reserve the right to vary and do not warrant that any particular price will be available at any specific time.
- 3.3. Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at your sole risk. Ohmega makes no representations or warranties whatsoever as to the accuracy of the information contained in this Website.
- 3.4. Ohmega does not warrant that this Website or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by Ohmega will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.

4. Third-Party Sites

- 4.1. The Website may contain hyperlinks to websites owned and / or operated by third parties. Ohmega is not responsible for the content of such websites and does not endorse or approve the contents thereof.
- 4.2. Ohmega consequently does not accept any liability in connection with any third-party websites that may be linked to this Website (regardless of whether or not a link has been permitted by Ohmega) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Website does not imply Ohmega sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website.

5. Intellectual Property

- 5.1. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Website is owned by Ohmega, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by Ohmega or any other party.
- 5.2. The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of Ohmega. However, Ohmega permits you to display the content of this Website on your computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available to you on this Website provided that:
 - 5.2.1. you do not modify the content of this material;
 - 5.2.2. the Ohmega Website is the acknowledged source; and
 - 5.2.3. this permission may be revoked at any time by Ohmega.
- 5.3. No other use of this Website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website onto your own or another's website, unless as set out in these Terms and Conditions.

- 5.4. Due to the nature of the Website, some third-party images, text, graphics and or object code may be used. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us immediately.

6. Linking, Framing and Crawling

- 6.1. The express permission in writing of Ohmega is required before any hyperlink other than to the Home Page of this Website is created. Permission, if granted, will be subject to the condition that the party linking to this Website alerts Users to the application of these Terms and Conditions. Requests for permission can be mailed to info@ohmegaenergy.com.
- 6.2. Permission to link to this Website is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Website at any time and for any reason.
- 6.3. The express permission in writing of Ohmega, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be mailed to info@ohmegaenergy.com.
- 6.4. Apart from *bona-fide* search engine operators and use of the search facility provided on the Website for Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without the prior written consent of Ohmega.

7. Security

- 7.1. Ohmega will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorised access to any page on this Website.
- 7.2. While Ohmega takes all reasonable and appropriate security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to you through the use of this Website.

8. Personal information

- 8.1. You hereby expressly agree that Ohmega may collect, use and share your personal information that you have entered in creating your account or purchasing products on this Website on the basis and with the people as set out in the Privacy Policy <http://www.ohmegashop.co.za/terms-conditions/> DISCLAIMER AND INDEMNITY
- 8.2. OHMEGA EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OCCASIONED FROM THE USE OR INABILITY TO USE THIS WEBSITE WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM INACCURACIES, DEFECTS, ERRORS, WHETHER TYPOGRAPHICAL OR OTHERWISE, OMISSIONS, OUT OF DATE INFORMATION OR OTHERWISE, EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE AND OHMEGA HAD BEEN ADVISED OF THE POSSIBILITY OF THE SAME. CONSEQUENTIAL AND INDIRECT LOSS AND DAMAGE WILL INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS, LOSS OF GOODWILL, AND WASTED EXPENDITURE.
- 8.3. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS OHMEGA, ITS SERVANTS, SUBCONTRACTORS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEY'S FEES AND RELATED

COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THIS WEBSITE.

9. Jurisdiction

- 9.1. These Terms and Conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and Ohmega both agree to submit any dispute arising out of the use of this Website to the exclusive jurisdiction of the courts of the Republic of South Africa.

10. General

- 10.1. These Terms and Conditions of Use contain the record of the entire agreement between the User and Ohmega in respect of access to and use of the Website.
- 10.2. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 10.3. Ohmega's omission to exercise any right under these Terms and Conditions will not constitute a waiver of any such right unless expressly accepted by Ohmega in writing.
- 10.4. Notwithstanding the fact that hyperlinks in these Terms and Conditions to certain documents should be deemed part of these Terms and Conditions in terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these Terms and Conditions.

11. Queries

- 11.1. If you have any queries about these Terms and Conditions, please contact us by emailing info@ohmegaenergy.com.

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