

PALMETRIC'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES

By accessing or using <https://www.palmetrics.co.za> or any of its related blogs, websites, applications or platforms (collectively, "**the Website**"), owned by **Palmetrics (Pty) Ltd.** (reg: 2019/467274/07) ("**Palmetrics**") or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Palmetrics terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Palmetrics.

Please see Palmetrics distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

Please pay specific attention to the BOLD paragraphs of the Palmetrics Terms. These paragraphs limit the risk or liability of Palmetrics, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Palmetrics or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Website or Services. Palmetrics will assume you have read and understood these terms should you continue to access or make use of the Website.

It is important to note the following:

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Palmetrics or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 7 April 2020.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. Palmetrics provides an online software as a service platform providing various services, including but not limited to providing users with data analytics and sales services for merchants selling on various e-commerce platforms to be able to understand their sales and inventory better through Palmetrics data analysis (collectively, the "**Services**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website and the core provisions applicable to a user's use of any Services derived from Palmetrics. Depending on the exact Services used, a user may also need to conclude additional agreements with Palmetrics, which agreements will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.
- 1.3. In return for using some of the Services available, the user may have to pay a fee to Palmetrics or another third party ("**Fee**"), but same Fee will be detailed to you on the Website before you incur such a Fee, or in any further Service-specific agreement you may conclude with Palmetrics or another third party. Please see <https://www.palmetrics.co.za/pricing> for a breakdown of the Fees which may be applicable to your use of the Services.
- 1.4. In order to use most of the Services, users must register on the Website using the prompted methods and submit any required information to create a user Profile.
- 1.5. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Palmetrics uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

- 1.6. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. **For all Services provided, Palmetrics does not have an employment, agent, intermediary, advisory, representative nor broker relationship with any user. Your use of the Website, the Services and/or any information derived from either is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **Palmetrics does not provide any regulated financial, advisory, banking nor payment services. As such, the Services are not subject to oversight or regulation by any regulatory authority in South Africa, other than those concerning general consumer rights.**
- 2.3. **In the context of subscription purchases via the Website, Palmetrics operates as the “seller” of the same products, and the relevant user will function as the “buyer”, for the purposes of their respective duties and obligations related to those roles under applicable laws.**

3. USER REGISTRATION PROCESS

- 3.1. In order to make use of the Services, you must complete the necessary registration process detailed on the Website and acquire a Profile. Each user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 3.2. Palmetrics requires you to submit your full name, email address, phone number when registering a Profile. Users may then set up additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 3.3. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring a password together with your provided email address in order to grant access to your Profile and data. To view or change your personal information provided, you can go to the settings page when logged into your profile (<https://app.palmetrics.co.za/settings>).
- 3.4. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.
- 3.5. Please see Palmetrics' Privacy Policy regarding more details on how Palmetrics uses and processes your personal information.

4. THE SERVICES

- 4.1. Once registered, the user is allocated a unique Profile which is under their control and which can be manipulated by the relevant Profile owner using the various tools made available on the Website. Some of the features of the Website used by a user may automatically make adjustments or manipulate a Profile in accordance with the tool's functions.
- 4.2. Your Profile will also indicate your notification preferences, contact information and other settings related to the operation of your account.
- 4.3. For further and exact information on the various Services currently offered by Palmetrics, or those specific to you, please consult the relevant <https://www.palmetrics.co.za/> pages on the Website or please contact info@palmetrics.co.za who will gladly assist.
- 4.4. For general information purposes, and subject to further information relating to these Services made available by Palmetrics on the Website or elsewhere, the following details some of the exciting offerings which constitute our Services available to users:

4.4.1. Obtaining critical insights and data analytics services derived from Takealot:

- 4.4.1.1. Users can obtain access to and use the data analytics services of Palmetrics, which operate by analysing the user's sales data retrieved from the relevant e-commerce platforms via their APIs, on behalf of and

authorised by the user by providing Palmetrics with the relevant account credentials. Palmetrics provides the user with relevant and useful insights into their markets, their customers and their spending/activities habits, amongst others.

4.4.1.2. Access to same Services is contingent on the user acquiring access via their purchase of a subscription package from Palmetrics entitling the relevant user to Service access of a particular type.

4.4.1.3. For more information on the subscription packages and fees associated with each subscription, please visit our <https://palmetrics.co.za/pricing> page which will explain all of the relevant details applicable.

4.4.1.4. For more information on how this Service works, please see our FAQ page.

4.4.2. Managing and updating product related information on various e-commerce platforms:

4.4.2.1. Users can update information relating to products, including but not limited to product pricing and available stock, which operate by performing the updates on Palmetrics and the related e-commerce platforms via their APIs.

4.4.2.2. For more information on how this Service works, please see our FAQ page.

4.5. **You agree and understand that any information or insights provided to any user on the Website or as part of the Services, is general in nature and provided “as is”. A user is at all times responsible for their own decisions and actions relating to the Website and Services or any information derived therefrom.**

5. PAYMENT FOR PALMETRICS SERVICES

5.1. For the general use of Website and some of the Services, there is no Fee charged to the user, but the use of particular Services does attract a Fee to be paid by the user to Palmetrics. Palmetrics will charge the Fee to the user making use of the following Services on the following basis:

5.1.1. Subscription packages to access Palmetric’s data analysis Services:

5.1.1.1. In order to acquire a subscription package to access the relevant data analysis Services on the Website, users must make application for same subscription using the relevant links and prompts on the Website and purchase one of the following subscription packages available:

5.1.1.1.1. **Free package:** Free (no cost), monthly subscription. Access to all features in full, except the user is only able to add 2 (two) products to the Buybox Tracker. Only available for users with 20 (twenty) or less active and inactive products in total.

5.1.1.1.2. **Starter package:** Five hundred Rand (R500) monthly subscription. Access to all features in full, except the user is only able to add 20 (twenty) products to the Buybox Tracker and is not limited by the number of active or inactive products.

5.1.1.1.3. **Annual starter package:** Four thousand eight hundred Rand (R4800) annual subscription. Access to all features in full, except the user is only able to add 20 (twenty) products to the Buybox Tracker and is not limited by the number of active or inactive products in their store.

5.2. A monthly tax invoice will be emailed to the user’s email address as configured by them on their Profile once payment has been debited off of their account.

5.3. Palmetrics is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service providers.

- 5.4. Palmetrics will collect and affect any payments of a Fee using PeachPayments™ and/or other licenced and verified payment systems.
- 5.5. When using Peach Payments (Pty) Ltd. ("**Peach Payments**"):
 - 5.5.1. The Website uses and stores payment information with Peach Payments with registration number 2012/076633/07 as an offsite third-party payment gateway to keep your banking details secure.
 - 5.5.2. Users may have to set up a Peach Payments account and will be bound to any applicable Peach Payments terms and conditions.
- 5.6. All advertised prices for products and Fees shall be inclusive of Value Added Tax ("**VAT**"), delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction, will be clearly indicated to you upon checking-out.
- 5.7. You may contact Palmetrics via email at info@palmetrics.co.za or visit your profile to obtain a full record of your transactions with Palmetrics.

6. **USER RESPONSIBILITIES AND WARRANTIES**

- 6.1. By using the Website and/or the Services, you warrant that:
 - 6.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
 - 6.1.2. you understand and agree that Palmetrics is not a regulated financial, advisory, educational, banking nor payments service provider and you take all responsibility for the decisions you make via the Website and/or Services and any information derived therefrom;
 - 6.1.3. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
 - 6.1.4. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
 - 6.1.5. you lawfully possess and submit all information to the Website and/or Palmetrics for the use of it or the Services;
 - 6.1.6. you will provide Palmetrics with all necessary technological, electronic, physical, Takealot access and/or other tools to enable Palmetrics to conduct its Services when contracted with you;
 - 6.1.7. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
 - 6.1.8. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - 6.1.9. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
 - 6.1.10. you will not use the Website platform for any commercial purpose other than as expressly provided for by Palmetrics herein;
 - 6.1.11. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) the illegal use of anyone's intellectual property, promoting or facilitating money laundering or financial crimes; and/or

- 6.1.12. you will not facilitate or assist any third party to do any of the above.
- 6.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 6.3. **Without prejudice to any of Palmetrics' other rights (whether at law or otherwise), Palmetrics reserves the right to deny you access to the Website or the Services where Palmetrics believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 6.4. **Palmetrics does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

7. DATA PRIVACY AND OUR PROCESSING OF PERSONAL INFORMATION

- 7.1. Palmetrics takes the processing of your personal information extremely seriously where we adhere to the highest legal standards in South Africa.
- 7.2. For more information on how exactly we process your personal information when you use the Website and/or Services, please see our comprehensive Privacy Policy.

8. KYC AND AML REQUIREMENTS

- 8.1. A user's ability to make use of various parts of the Website or particular Services, may be regulated by applicable know-your-customer ("**KYC**") and/or anti-money laundering ("**AML**") laws and the respective rules and regulations.
- 8.2. Palmetrics may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Palmetrics in order for the user to be verified as not infringing any of Palmetric's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. Palmetrics reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Palmetrics. Palmetrics also reserves the right to share this information with any legal authority when required under applicable laws.
- 8.3. Palmetrics may restrict user transactions that may violate laws or Palmetric's internal KYC or AML conditions herein and as updated from time to time.

9. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 9.1. Data messages, including email messages, sent by you to Palmetrics will be considered to be received only when acknowledged or responded to.
- 9.2. Data messages sent by Palmetrics to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 9.3. Palmetrics reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 9.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Palmetrics is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Palmetrics to a user, between users or from a user to Palmetrics.

10. HYPERLINKS, DEEP LINKS, FRAMING

- 10.1. The Website may include links to other internet sites ("**the other sites**"). Palmetrics does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.

- 10.2. Palmetrics does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to info@palmetrics.co.za to request the removal of such content.
- 10.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

11. ADVERTISING AND SPONSORSHIP

- 11.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 11.2. Palmetrics, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

12. INTELLECTUAL PROPERTY PROTECTION

- 12.1. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trade marks, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and Palmetrics in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Palmetrics, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
 - 12.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Palmetrics with a non-exclusive, non-transferable licence to use such user intellectual property as Palmetrics deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.
- 12.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Palmetrics first being granted, which consent may be refused at the discretion of Palmetrics. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Palmetrics and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 12.3. Palmetrics reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 12.4. Where any of the Website intellectual property has been licensed to Palmetrics or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all 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.
- 12.5. Subject to adherence to the Terms, Palmetrics grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Palmetrics.
- 12.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Palmetrics at info@palmetrics.co.za.

13. DISCLAIMERS AND WARRANTIES

- 13.1. **The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Palmetrics makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in/derived from it.**
- 13.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Palmetrics. While Palmetrics makes every reasonable effort to present such information accurately and reliably on the Website, Palmetrics does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 13.3. **Palmetrics, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered, including the information about any particular user.**
- 13.4. **Palmetrics, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.**
- 13.5. Palmetrics takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Palmetrics does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

14. INDEMNITIES

- 14.1. **The user indemnifies and holds harmless Palmetrics, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website and/or Services offered or concluded through the Website in any way.**
- 14.2. **The user agrees to indemnify, defend and hold Palmetrics harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 14.3. **This clause will survive termination of this agreement.**

15. COMPANY INFORMATION

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| 15.1. Site owner: | Palmetrics |
| 15.2. Legal status: | private profit limited liability - (Pty) Ltd. |
| 15.3. Registration number: | 2019/467274/07 |
| 15.4. Director: | Juan-Claude David Humphreys and Jaron Johannes Alidarius Rademeyer |
| 15.5. Description of main business: | online software as a service provider |
| 15.6. Telephone number: | 082 527 9517 |
| 15.7. Email address: | info@palmetrics.co.za |
| 15.8. Website address: | www.palmetrics.co.za |
| 15.9. Physical address: | 9A Antrim Road, B5 Westward Ho, Green Point, Cape Town, South Africa, 8005 |

15.10. **Postal address:** **9A Antrim Road, B5 Westward Ho, Green Point, Cape Town, South Africa, 8005**

15.11. **Registered address:** **9A Antrim Road, B5 Westward Ho, Green Point, Cape Town, South Africa, 8005**

15.12. **Industry associations of which a member: None**

16. DISPUTE RESOLUTION AND GOVERNING LAW

- 16.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 16.2. Should any dispute, disagreement or claim arise between a user and Palmetrics concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 16.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 16.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), with an arbitrator selected by Palmetrics. Arbitration proceedings shall be conducted in Johannesburg in English.
- 16.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 16.6. **The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.**

17. TERMINATION OF USE OF WEBSITE OR SERVICES

- 17.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, PALMETRICS RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT PALMETRICS GIVES REASONABLE NOTICE TO YOU.**
- 17.2. If you wish to terminate the agreement with Palmetrics, or end your use of the Services, you may do so by deregistering your Profile with the Website and discontinuing your use of the Website. **Such deregistration from the Website will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Website, such as the need to pay a fee to Palmetrics.**
- 17.3. In the event of cancellation of your agreement with the Terms and with Palmetrics, Palmetrics will remove you from the Website, delete your Profile and delete any personal information relating to the user.

18. NOTICES AND SERVICE ADDRESS

- 18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
- 18.1.1. in the case of Palmetrics, at info@palmetrics.co.za; or

- 18.1.2. in the case of the user, at the e-mail and addresses provided by the user to Palmetrics in the registration process and/or in their Profile.
- 18.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 18.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

- 19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 19.2. No indulgence, leniency or extension of time granted by Palmetrics shall constitute a waiver of any of Palmetrics' rights under these Terms and, accordingly, Palmetrics shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 19.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 19.6. Should you have any complaints or queries, kindly address an email to Palmetrics at info@palmetrics.co.za.
- 19.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Palmetrics in relation to the payment failure or breach.
- 19.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 19.8.