

Terms And Conditions

1. General

All services supplied by Left Right Advertising CC, registration number 2002/047458/23 ("Left Right") shall be made and supplied on the following terms and conditions. Similarly the use of Left Right's Website will be governed by these terms and conditions. These terms and conditions shall take precedence over any other terms and conditions, which may be contained in the Client's acceptance of order, or other client documentation, and may only be altered with the express written agreement of Left Right. Any conflicting statements in any acceptance of order or other documentation issued by the Client shall be null and void, unless such special terms have been expressly agreed to in writing by Left Right.

2. Interpretation

In this agreement unless the context indicates a contrary intention –

2.1 clause headings are for convenience only and shall not be used in its interpretation;

2.2 an expression which denotes any gender includes the other genders and a natural person includes an artificial person and vice versa;

2.3 the singular includes the plural and vice versa.

2.4 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

2.4.1 "Client" means the Party accessing the Website and/or receiving or to receive services from Left Right;

2.4.2 "Left Right's Associates" means Left Right's officers, servants, agents or contractors or other persons in respect of whose actions Left Right may be held to be vicariously liable;

2.4.3 "Parties" means Left Right and the Client;

2.4.4 "Scope of Work" means any cost estimate, quotation, document, proposal or correspondence from Left Right to the Client describing the Services proposed or actually rendered by Left Right to the Client;

2.4.5 "Services" means strategy, design, digital and community management, advertising and brand partnerships, as proposed and/or rendered by Left Right to the Client,

2.4.6 "Website" means <http://www.leftright.co.za>.

2.5 Where any term is defined within the context of any particular clause in

this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.

2.6 1.5. Unless inconsistent with the context or save where the contrary is expressly indicated:

2.6.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Agreement;

2.6.2 a reference to “days” shall be construed as calendar days unless qualified by the word “business”, in which instance a “Business Day” shall be any day other than a Saturday, Sunday or official public holiday in the Republic. Any reference to “business hours” shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;

2.6.3 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

2.6.4 in the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment shall be the subsequent Business Day;

2.6.5 in the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;

2.6.6 any reference in this Agreement to this Agreement or to any other agreement or document shall be construed as a reference to this Agreement or (as the case may be) such other agreement or document, as the same may have been, or may from time to time be, amended, varied, novated or supplemented;

2.6.7 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a party to this Agreement;

2.6.8 a reference to a Party includes that Party’s Permitted Successors.

2.7 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.

2.8 Where in this Agreement provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such Agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.

2.9 The use of the word “including” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.

2.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2.11 The appendices and schedules to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such appendices and schedules.

3. Introduction

3.1 This Agreement governs all and any access to the Website, and any Services provided by Left Right. The operation of these terms and conditions may only be amended by Left Right in a subsequent agreement entered into and signed by both Parties.

3.2 By accepting and/or receiving the Services and/or using the Website, the Client agrees to be bound by this Agreement.

4. Appointment And Duration

4.1 This Agreement commences once there has been access to the Website or engagement between Left Right and the Client and governs the Services, use of the Website and matters ancillary to the Services and Website usage.

4.2 Clauses 7, 8, 9 and 11 as well as such other clauses which are intended to survive termination as set out below, shall survive termination of this Agreement for any reason.

5. The Services

5.1 Left Right offers strategy, design, digital and community management, advertising and brand partnerships services.

5.2 Left Right shall render such Services as agreed between the Parties in a Scope of Work.

5.3 The Parties expressly record that each instance of the Services constitutes a separate and distinct service, and nothing set out in this

Agreement shall be construed as obliging Left Right to render all such Services as a single, indivisible service.

5.4 Client website development and related Services

5.4.1 In the event that the Client requires Left Right to provide services that require the use of Drupal and WordPress, the Client acknowledges that the Drupal and WordPress content management systems are licensed under the GNU General Public License, version 2 and/or version 3, or such later versions as applicable, respectively, and confirms that it has reviewed and is familiar with the terms of these licenses, the Client recognises that Left Right may not be legally empowered to assign the intellectual property rights in and to the code to the Client.

5.4.2 In the event that the Client requires development services, Left Right shall grant the Client a license for the bespoke development and/or other programming code ("Code") which Left Right develops for the Client in terms of and for the purposes of this Agreement on such terms as will enable the Client to enjoy the same or similar rights Left Right has in and to the Code, subject to any limitations imposed on Left Right in respect of the Code.

5.4.3 The Client shall be entitled to request a complete and current copy of the Code from Left Right in such formats as the Client may reasonably require, once the Client has made payment in full for the Code. The preparation and delivery of copies of the Code to the Client shall be at the Client's expense.

5.4.4 In the event the Client wishes to take advantage of Code Left Right does not ordinarily support or provide, in the event that Left Right agrees (in its sole discretion) to provide such additional services, such agreement shall be recorded in an addendum to this Agreement and signed by the Parties.

5.5 Social Media and Community Management Services

5.5.1 The provision of the social media Services may incorporate the use of third party websites and/or services such as Facebook and Twitter.

5.5.2 In this regard the Client acknowledges that Left Right does not render legal and contract advisory services and that the Client shall remain solely responsible for familiarising itself with and complying, as well as ensuring compliance, with the terms and conditions governing the use of those third party websites and/or services.

5.6 As at the commencement of this Agreement, certain software forming the platform or a component of the Services may be owned by and/or provided to Left Right by third party service providers (the "Service Provider/s");

5.7 Left Right shall be entitled at any time and from time to time to change the identity of any such Service Providers.

5.8 The Client acknowledges that the Service Providers' terms and conditions of service shall govern the use of such platform or component as between Left Right and such Service Provider. The Parties further record and agree that Left Right shall, at anytime during the term of this Agreement, be entitled to appoint and/or terminate the services of such Service Providers provided that such appointment and/or termination of Service Providers shall not be materially detrimental to Left Right's performance of its obligations and/or compromise the service levels agreed to in terms of this Agreement.

6. Service Levels

Left Right hereby undertakes to ensure that the standard of the Services it shall render to the Client in terms of this Agreement shall be in accordance with relevant industry standards.

7. Fees

7.1 The Client shall, as consideration for the Services to be rendered by Left Right in terms of this Agreement, effect payment to Left Right of fees at the rates set out in the Scope of Work and/or invoice.

7.2 Left Right shall provide the Client with costing, in advance, for all Services to be performed by Left Right as set out in the cost estimate, quotation and/or Scope of Work.

7.3 The Client shall pay the fees, to Left Right, in the amounts and on the terms stated in Left Right's interim and final invoices issued to the Client from time to time. In the event that Left Right's invoices do not state Left Right's payment terms, invoices are payable within 30 days of the relevant invoice's date.

7.4 Unless otherwise agreed in writing, the fees shall escalate at a rate to be confirmed in writing by Left Right prior to the increase, per annum on the 1st of January of every year.

7.5 In the event of the Client failing to timeously effect payment of any amount due to Left Right in terms of this Agreement, Left Right shall, be entitled to suspend the provision of the Services in terms of this Agreement for any period in which any payment remains outstanding and charge interest thereon at a rate of 2% per month.

7.6 Left Right reserves the right to charge a reasonable cancellation fee should the Client unilaterally terminate the Services or this Agreement in a manner and/or for a reason not expressly provided for in this Agreement.

7.7 The Client agrees that it shall pay all Left Right's expenses in recovering any amounts the Client owes Left Right, including legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon.

8. Confidentiality

8.1 Subject to clause 8.2, both Parties shall at all times treat all information in connection with and/or relating to the other Party, its business and all matters incidental thereto and which was if in writing, marked 'confidential' or similarly; and/or if disclosed orally, was confirmed at the time of such disclosure as constituting confidential information and was confirmed in writing within 14 days as constituting confidential information, ("the Confidential Information"), as strictly confidential and shall not, without the prior written consent of the other Party (which consent may, for the avoidance of doubt, be withheld in the unfettered discretion of such other Party) disclose such Confidential Information to any Party, and/or make use of such Confidential Information for any purposes other than in connection with the rendering of the Services.

8.2 Each Party may disclose Confidential Information to its officers, employees and sub contractors but only to the extent required for the purposes of the rendering of the Services pursuant to the provisions hereof. Each Party shall inform any officer, employee or sub contractor to whom it provides Confidential Information, that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement), on the basis that the disclosing Party is responsible for any disclosure, in breach of this 8.2, by the person to whom it is disclosed.

8.3 Notwithstanding the stipulations of clause 8.1, Confidential Information shall not include, and the provisions of clause 8.1 shall not apply to a Party in connection with, any information which:

8.3.1 is or becomes generally available to the public other than as a result of disclosure by such Party in violation of this clause 8;

8.3.2 is or was independently developed by such Party or on its behalf by persons having no access to such information;

8.3.3 was in such Party's possession before such information was disclosed to it in terms of and/or pursuant to this Agreement;

8.3.4 is required to be given, made or published by law or under the rules and regulations of any relevant Stock Exchange or any applicable regulatory authority, in which case, the Party liable to so give, make or publish same shall give the other Party reasonable written notice thereof, along with drafts or copies thereof, as soon as is reasonably practicable, and, in the case of any disclosure required in terms of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) (as amended) ("the PAI Act"), the Party liable to make such disclosure shall, insofar as it shall be able, apply the principles of Chapter 4 of the PAI Act in order to avoid and/or limit the extent of any such disclosure; and

8.3.5 is required to be disclosed by either Party to any provider of finance

("the Bank") in order for the Bank to take informed decisions regarding that Party, provided that such Party shall use its reasonable endeavours to procure that the Bank shall keep such information confidential.

9. Protection Of Personal Information

9.1. Left Right shall:

- 9.1.1. only Process Personal Information in accordance with applicable laws, in terms of this Agreement and in accordance with any instructions, requirements or specific directions of the Information Officer;
- 9.1.2. Left Right shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which personal information is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used as part of providing the services, shall at all times be of a minimum standard required by law and be of a standard no less than the standards which are in compliance with the legislation relating to protection, control and use of personal information;
- 9.1.3. not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and Staff) other than authorised Staff who require access to such Personal Information strictly in order for Left Right to carry out its obligations, unless approved by the Client in writing;
- 9.1.4. ensure that all Staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;
- 9.1.5. take appropriate, reasonable, technical and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control and that such Personal Information is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by having regard to:
- 9.1.6. any applicable requirement in law, stipulated in appropriate industry rules or in codes of conduct or stipulated by a professional body governing Left Right;
- 9.1.7. generally accepted information security practices and procedures which apply to Left Right's business and to the Client, as may be appropriate to discharge its obligations in terms of this Agreement;

9.1.8. take appropriate, reasonable, technical and organisational measures to ensure that the Personal Information in its possession or under its control remains available to the Client as and when it may be required; and

9.1.9. identify all reasonably foreseeable internal and external risks on an on-going basis and in accordance with the requirements for same as may be set forth in the Security Standards

9.2. Left Right shall assist the Client to comply with any requests for access to Personal Information received by the Client from Data Subjects and, at the request of the Client, Left Right shall promptly provide the Client with a copy of any Personal Information held by Left Right in relation to a specified Data Subject. Left Right agrees that notwithstanding the confidentiality provisions of this Agreement, the Client may disclose to a Data Subject that Left Right has been or is involved in Processing such Data Subject's Personal Information;

9.3. Left Right shall only Process the Personal Information of Data Subjects provided to it by the Client in compliance with the provisions of this Agreement and in accordance with written instructions provided by the Information Officer to Left Right.

9.4. Left Right shall not conduct any further Processing activities for any other reason whatsoever (including any related processing functions or processing which would otherwise be a normal extension of the Processing which Left Right is entitled to undertake in accordance with the Client's instructions) without the express prior written consent of the Information Officer, save that Left Right may carry out reasonable further Processing strictly in order to comply with an obligation which is imposed on it by law.

10. Prohibition On Solicitation Or Interference

10.1 The Client shall not solicit, offer work to, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of Left Right's personnel who are directly involved in the provision of the Services, during the provision of the Services or during the 12 (twelve) months thereafter.

10.2 The Client shall not knowingly, for the duration of this Agreement and for a period of 1 year after this Agreement terminates for any reason, furnish any information or advice to anyone else which results in any staff member or any representative, agent or Client of Left Right to terminate his employment with Left Right and/or any other contractual relationship and/or becoming employed by, or directly or indirectly interested in any manner in, any concern which carries on business, directly or indirectly, in competition with any part, aspect or facet of the business conducted by Left Right.

10.3 Should any provisions of this clause or part thereof be found by any competent court to be defective or unenforceable for any reason whatever, the remaining provisions of this clause shall continue to be of full force and effect.

11. Liability

11.1 To the fullest extent permissible by law, Left Right disclaims all warranties of any kind, whether express or implied in respect of the Services ,and the Client utilises the Services at its own risk.

11.2 The Client agrees that Left Right is unable to, and is not required to guarantee a particular result or set of results.

11.3 The Client agrees that neither Left Right nor Left Right's Associates shall be liable in respect of any loss, damage or damages however arising and whatever the cause, in particular pursuant to and in furtherance of this Agreement.

11.4 In the event that Left Right is found to be liable to the Client for a particular act or omission then Left Right's liability to the Client pursuant to the provisions of this Agreement shall furthermore be limited to the total amount of the fees charged and paid by the Client in the year in which the liability arose.

12. Indemnity

12.1 The Client hereby indemnifies Left Right and Left Right's Associates from any loss, damage, damages, liability, claim, expenses, costs orders or demand which may arise as a result of the Client's unlawful conduct, willful misconduct and/or gross negligence.

12.2 The Client indemnifies and shall keep the Left Right indemnified against any claim for infringement of intellectual property rights in connection with any information supplied by the Client to Left Right and against any and all costs, expenses and damages which Left Right may incur or become liable for as a result of such infringement.

12.3 Left Right shall give the Client prompt notice in writing of any claim being made or action threatened or brought against Left Right and will permit the Client, at the Client's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

12.4 The Client accepts and understands that they are required to approve all works prior to publication or printing. The Client indemnifies Left Right for the approval of any works that it has approved which subsequently may not be incorrect or not to the Client's standards.

13. Termination

13.1 This Agreement applies to all engagements with Left Right and/or Services performed by Left Right.

13.2 The Client may terminate this Agreement, or any particular Services,

upon written notice giving **3 (three) months** notice of intended cancellation of the Services.

13.3 The Client shall pay Left Right for all work-in-progress, Services already performed, and expenses incurred by Left Right up to and including the effective date of the termination of this Agreement.

13.4 The respective confidentiality and prohibition on solicitation obligations under this Agreement shall continue for a period of 2 (two) years following the termination of this Agreement. The other provisions of this Agreement that give either Party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

14. Force Majeure

14.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of that Party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

14.2 Any Party invoking force majeure shall, upon termination of such event giving rise thereto, forthwith give written notice thereof to the other Party. Should such force majeure continue for a period of more than 90 days then the Party who shall not have invoked the force majeure shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

15. Assignment

Save as expressly stated to the contrary herein, no Party shall be entitled to cede, delegate, assign or otherwise transfer all or any of its rights, interests or obligations under and/or in terms of this Agreement except with the prior written consent of the other Parties.

16. The Web Site

16.1 Usage

16.1.1 The Left Right Website is the registered property of Left Right.

16.1.2 Any persons accessing and/or using the Left Right Website for any reason whatsoever subjects themselves to and agrees to the terms and conditions and privacy policy of Left Right when accessing the Website as set out below.

16.1.3 Left Right expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in the Website without prior notice.

16.1.4 Nothing on the Website shall be construed as an offer by Left Right to you, the user, but merely an invitation to do business.

16.1.5 You may send content and other communications to and/or via this Website provided that the content is not illegal, obscene, objectionable, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of a communication. Left Right reserves the right to remove or edit such content in its sole discretion.

16.1.6 You hereby represent and warrant that you own or otherwise control all of the rights to the content that you post on this Website; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you indemnify Left Right or its affiliates from all and any claims resulting from content you supply to Left Right. Left Right shall not be held responsible or liable for any content posted on the Left Right Websites.

16.2 Intellectual Property

16.2.1 All content on the Website (unless explicitly stated), and any work submitted to clients or potential clients, including but not limited to, text, graphics, logos, button icons, images, clips, digital downloads, data compilations, and software, is the property of Left Right or licensed to Left Right and as such, is protected from infringement by domestic and international laws, legislation and treaties. Left Right expressly reserves all rights pertaining to such content.

16.2.2 Left Right and its Affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, an infringement of any intellectual property right, please notify us by e-mail or post at the address below.

16.2.3 All content, trademarks and data on this web site and any work submitted to clients or potential clients, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or are licensed to Left Right, and as such are protected from infringement by domestic and international laws, legislation and treaties.

16.2.4 “Left Right” and other marks indicated on the Left Right Website are the trademarks or trade dress of Left Right. These and other Left Right graphics, logos, page headers, button icons, scripts, product and service names are trademarks or trade dress of Left Right.

16.2.5 Left Right trademarks and trade dress may not be used in connection with any product or service without the written consent of Left Right.

16.2.6 Left Right trademarks and trade dress may not be used in any manner that is likely to cause confusion amongst its Clients, or in any manner that disparages, prejudices or discredits Left Right.

16.2.7 All other trademarks not owned by Left Right that appear on this Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Left Right.

16.3 Licenses And Web Site Access

16.3.1 Left Right hereby grants you a limited license to access and make personal use of the web site provided that in making use of the Website you do not download any content, other than for page caching purposes, except where the facility to download is expressly provided or express written consent to do so is otherwise given by Left Right. You are expressly prohibited from modifying any portion of this Website, whether in part or whole, except with the express written consent of Left Right.

16.3.2 This license does not include any right of resale or commercial use of this web site or its contents. For the purposes of this clause 15, any collection and/or use of any listings and/or descriptions; any derivative use of this Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools for any commercial purpose is expressly prohibited unless stated otherwise.

16.3.3 It is expressly prohibited to frame or utilize framing techniques to enclose and/or mask any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Left Right and/or our affiliates without its express written consent.

16.3.4 It is expressly prohibited to use any meta tags or any other “hidden text” utilizing Left Right’s name or trademarks without the express written consent of Left Right.

16.3.5 Any unauthorized use of this web site, its content or applications terminates the permission or license granted by Left Right. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Left Right provided the link does not portray Left Right, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner.

16.3.6 You may not use any Left Right logo or other proprietary graphic,

trademark, or material as part of the link without express written permission from Left Right.

16.4 Disclosures Required By Section 43 Of The South African Electronic Communications And Transactions Act (ECTA):

16.4.1 The full name and legal status of the web site owner is: Left Right CC a close corporation registered in South Africa under the Registration Number 2002/047458/23, and VAT Registration No. 4220206736.

16.4.2 The full address of the web site owner is Shop 219, 2nd Floor, Design Quarter, Corner William Nicole and Leslie Avenue, 2191.

16.4.3 Members: Craig Phillips, Emily Pryor, Ingrid Saffy, Dylan Pooley, and Peter Taylor

16.4.4 Physical address for receipt of legal service: Shop 219, 2nd Floor, Design Quarter, Corner William Nicole and Leslie Avenue, 2191.

16.5 Disclaimer Of Warranties And Limitation Of Liability:

Subject to the provisions of sections 43(5) and 43(6) of the ECTA, Left Right shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this Website. Furthermore, Left Right makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

17. Breach

17.1 Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party (“the Offending Party”) commit a breach of any provision of this Agreement and fail to remedy such breach within fourteen days of receiving written notice from the other Party (“the Aggrieved Party”) requiring the Offending Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law to –

17.1.1 cancel this Agreement, provided the breach in question is a material breach going to the root of this Agreement; or?

17.1.2 claim specific performance of all of the Offending Party’s obligations whether or not due for performance,

17.1.3 in either event without prejudice to the Aggrieved Party’s right to claim damages.

17.2 Either Party shall be entitled to summarily terminate this Agreement in the event of the other Party being placed in liquidation or under judicial

management, whether provisionally or finally, or in the event of the other Party entering into a compromise with its creditors generally. All amounts due by the other Party in terms of this Agreement shall, in the circumstances contemplated in this clause, immediately become due and payable to the prejudiced Party.

18. Governing Law

These terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

19. Arbitration

Any disputes arising from or in connection with this agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

20. Severability

If any clause or term of this Agreement shall have been held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

21. Domicilium And Notices

21.1 The parties choose domicilium citandi et executandi (“domicilium”) for the purposes of the giving of any legal notice or the serving of any process, as follows:

21.1.1 Left Right – Shop 219 2nd Floor Design Quarter, Corner William Nicole and Leslie Avenue, 2191, Fourways, Gauteng.

21.1.2 The Client – Registered head office or the place of business.

21.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other address which is not a post office box or poste restante.

21.3 Any notice given by either party to the other (“the Addressee”) which:

21.3.1 is delivered by hand during the normal business hours of the Addressee at the Addressee’s *domicilium* for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

21.3.2 is posted by prepaid registered post to the Addressee at the Addressee’s *domicilium* for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the fourth (4th) day after the date of posting.

21.3.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

22. General

22.1 This agreement will constitute the sole agreement between the parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the parties.

22.2 Neither party shall be bound by any express or implied term, representation, promise or the like not recorded herein. For purposes hereof a "written document" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the ETCA, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.

22.3 No addition to, variation, or agreed cancellation of this agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties. For purposes hereof "in writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the ETCA, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.

22.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

22.5 Nothing in this agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.

23. ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT THE CLIENT ENGAGES WITH LEFT RIGHT FOR THE RECEIPT OF ANY SERVICES OR BY THE USE OF THE WEBSITE. EVERY INSTANCE OF THE SERVICES AND USE OF THE WEBSITE SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.