

## PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

### 1. TERMS OF WEBSITE USE

- 1.1. These terms of use ("**Terms of Use**"), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our websites ([www.hmremovals.co.za](http://www.hmremovals.co.za) and [www.simplystore.co.za](http://www.simplystore.co.za)) or such mobi-sites or applications that directs you to [www.hmremovals.co.za](http://www.hmremovals.co.za) and [www.simplystore.co.za](http://www.simplystore.co.za) and/ or any social network website we make available to you ("**our sites**").
- 1.2. **Please read these Terms of Use carefully before making use of our sites. We recommend that you print a copy of these Terms of Use for future reference.**
- 1.3. These Terms of Use set forth the binding legal agreement between every person that accesses or uses our sites.
- 1.4. These Terms of Use also refer to our Privacy Policy, which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us, which also apply to your use of our sites.
- 1.5. By using our sites or Services, you consent to such processing and you warrant that all Personal Information provided by you is accurate.
- 1.6. **If you do not agree to these Terms of Use, we advise that you refrain from making use of our sites.**

**Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit the risk or liability of H&M Removals CC, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify H&M Removals CC and is an acknowledgement of any fact by you.**

### 2. INFORMATION ABOUT US

- 2.1. **WEBSITE:** H and M Removals CC t/a H&M Removals and/or Simply Store ("we", "us", "our") who own and operate our websites [www.hmremovals.co.za](http://www.hmremovals.co.za) and [www.simplystore.co.za](http://www.simplystore.co.za).
- 2.2. **ADDRESS:** Madrid Road, Airport Industria, Cape Town, 7490
- 2.3. **MORE ABOUT US:** see our PAI Manual

### 3. CHANGES TO THESE TERMS

- 3.1. We may change these Terms of Use or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on our sites.
- 3.2. Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you.
- 3.3. Please check the date in the footer of these Terms of Use to see when it was last updated.

### 4. CHANGES TO OUR WEBSITE

- 4.1. We may update our sites from time to time, and may change the content at any time.
- 4.2. We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- 4.3. **Please note:** The content on our sites is provided for general information purposes only and that the content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the content on our site is accurate, complete, free from errors or omissions or up-to-date.

### 5. ACCESSING OUR WEBSITE

- 5.1. **Access to our sites** is made available free of charge.
- 5.2. **Service(s) costs:** for more details about the costs of our Services, kindly refer to our Service page on our websites or use the contact details on our [Contact page](#) to request more information.
- 5.3. We do not guarantee that our sites, or any content on it, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our sites (including but not limited to the Services) without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 5.4. **You are responsible for making all arrangements necessary for you to have access to our sites**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our sites, or any portion thereof, will function on any particular hardware or devices. In addition, use of our sites may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 5.5. You are also responsible for ensuring that all persons who access our sites through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### 6. RIGHTS GRANTED TO YOU

- 6.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferable and revocable, license to access and use our sites and content at any time, solely for your personal, non-commercial use.
- 6.2. We may terminate this licence at any time for any reason.
- 6.3. Any rights not expressly granted herein are reserved by us.

### 7. PROHIBITED USES

You may not use our sites or content:

- 7.1. in any way that breaches any applicable local, national or international law or regulation (including intellectual property laws);
- 7.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (including but not limiting to harassment of third party service providers).

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- 7.3. in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/ or sale of illegal substances, services, information and/ or devices.
- 7.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam).
- 7.5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our sites or the Content used by us or any other Users of our sites;
- 7.6. to access, without authority, interfere with, damage or disrupt any part of our sites or the equipment or network on which the sites is stored; or
- 7.7. in any way to facilitate or assist any third party to do any of the above.

You may further not:

- 7.8. remove any copyright, trademark or other proprietary notices from any portion of our sites or from the Services available;
- 7.9. reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our sites or the Services (or any part thereof);
- 7.10. decompile, reverse engineer or disassemble our sites or the Services except as may be permitted by applicable law;
- 7.11. cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our sites or unduly burdening or hindering the operation and/or functionality of any aspect of our sites;
- 7.12. frame our sites or any part thereof;
- 7.13. access or use our sites or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our sites or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
- 7.14. transmit content that the user does not own or does not have the right to publish or distribute; or
- 7.15. attempt to gain unauthorized access to or impair any aspect of our sites or its related systems or networks.

**Email addresses, names, telephone numbers, physical addresses and/or fax numbers published on our sites may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes or used for any illegal activities. The presentation of such details is no “opt-in” / permission from us to utilise the same.**

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. We are the owner and/ or rightful licensee of all intellectual property rights (including but not limited to any material, information, software, icons, text, graphics, images, sound clips, advertisements, video clips, concepts, know-how, data processing techniques, copyrights, patents, designs (including the sites look and feel and lay out and photos), inventions, trademarks, trade name, logos, service marks, tables and compilations of data which are created, invented and/ or developed, registered or unregistered, in our sites and Content and any subsequent Services.
- 8.2. Any use, distribution or reproduction of our Content is prohibited unless expressly authorised in terms of these Terms of Use or otherwise provided for in law.
- 8.3. The content, information and services made available on our sites are protected by South African and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.
- 8.4. You may copy, and may download extracts, of any page(s) from our sites for your personal use and to determine whether you wish to acquire the Services advertised on our sites. You may draw the attention of others to content posted on our sites or by sharing same via social networks or other means available.
- 8.5. You must not modify the copies of any materials you have printed off or downloaded from our sites in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our sites must always be acknowledged.

Neither these Terms of Use nor your use of our sites or Services convey or grant to you any rights:

- 8.6. in or related to our sites except for the limited license granted under paragraph 6 above; or
- 8.7. to use or reference in any manner our business names, service names, product names, logos, trademarks, designs or services marks or those of our licensors (registered or unregistered).

## 9. LIMITATION OF OUR LIABILITY

- 9.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE ATTORNEY’S FEES) RELATED TO YOUR USE OF OUR SITE.**
- 9.2. **WE, OUR OWNERS (WHERE APPLICABLE), DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE.**

- 9.3. **YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF USE; OR (II) YOUR VIOLATION OF OUR RIGHTS**
- 9.4. **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- 9.5. **DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR TERMS OF SERVICES.**

## 10. SECURITY

- 10.1. Although we are not obliged to provide security on our sites, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our sites are completely secure at all times.
- 10.2. To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the [ECT Act](#), you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the sites or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the [RIC Act](#).
- 10.3. It is our policy to virus check documents and files before they are uploaded to our sites. However, we cannot guarantee that documents or files downloaded from our sites will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using these sites. Further, you agree not to upload or provide, via our sites, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our sites.

## 11. LINKING TO OUR SITES

- 11.1. You may link to our sites from your website or other social media page, but only to the homepage or page of your service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- 11.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our sites in any website that is not owned by you.
- 11.3. We reserve the right to withdraw linking permission without notice to you.
- 11.4. The sites in which you are linking must comply in all respects with these Terms of Use.

## 12. CONTENT AND LINKS IN OUR SITES

- 12.1. Where our sites contain links to other websites and resources provided by third parties, these links are provided for your convenience and information only. We do not endorse such third-party content and in no event shall we be responsible or liable for any information, material, products or services of such third-party providers. Any such links do not imply any endorsement, agreement on or support of the content or products or services of such target sites.
- 12.2. Your access and use of the other websites remain solely at your own risk and on the terms set by the relevant third-party.
- 12.3. **Social networks:** You agree that when accessing, using and/or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, Twitter, LinkedIn, YouTube or any other facility made available by us from time to time), You will-
  - not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to You;
  - not harass others or disclose personal information about others that could amount to harassment;
  - not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
  - not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
  - not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
  - not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
  - not promote any activity that is illegal;
  - not use software to harvest information from the social media network page;
  - not submit any material which is prohibited by any applicable data protection or privacy legislation;
  - only upload or submit material to the social network page which either You own or which You have the permission of the owner of that material to submit; or
  - not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the social media networks' Terms of Use.
  - abide by the particular social network's Code of Conduct (Facebook) or Rules and Policies (Twitter) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that You submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and You warrant and undertake that You own the

intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that We may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.

- **Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent by using our [Contact page](#).**

### 13. BREACH, SUSPENSION AND TERMINATION

- 13.1. Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our sites. When a breach occurs, we may take such action as we deem appropriate, provided that we give reasonable notice to you.
- 13.2. We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- 13.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- 13.4. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 13.5. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.
- 13.6. Breach, suspension and termination in terms of our Services are addressed under our Terms of Services.

### 14. APPLICABLE LAW AND JURISDICTION

- 14.1. Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

### 15. CHANGE OF OWNERSHIP

- 15.1. If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on the sites.

### 16. ELECTRONIC COMMUNICATION AND CONTACT

- 16.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- 16.2. A Data Message is deemed to be **sent**:
  - **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
  - **By you**, at the time when we confirm receipt thereof (excluding an automated response).
- 16.3. A Data Message is deemed to be received:
  - **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
  - **By you**, once it enters your information system.
- 16.4. As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- 16.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 16.6. **Expression of Intent** – use of our sites: For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our sites demonstrates your intent to be a party to these Terms of Use.

### 17. NOTICES AND ADDRESS

- 17.1. **Website functionality or any other recommendations:** Use the [Contact Us](#) page or send us an email on [sales@hmremovals.co.za](mailto:sales@hmremovals.co.za)
- 17.2. **Questions or queries about Services and related services:** Contact us by way of our [Contact Us](#) page.
- 17.3. **Complaints:** We kindly request that you contact us first should you have any complaints or any other service related issues. It is important to us that you are satisfied with your purchases (if any). You may use the contact information as per our [Contact Us](#) page.
- 17.4. **Legal Documentation or Notices:**
  - 17.4.1. Physical address: Clause 2 above **Error! Reference source not found.**
  - 17.4.2. Email: see Contact-page (Subject: "LEGAL")
  - 17.4.3. Marked for the attention of: **Managing Director (Legal)**
- 17.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- 17.6. Any notice to you, or us, which is:

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- sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
  - delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
  - sent by a Data Message to the addressee shall be deemed to be received as per clause 16 above.
- 17.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

### 18. DEFINITIONS

- 18.1. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our sites;
- 18.2. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- 18.3. **ECT Act** means the [Electronic Communications and Transactions Act, Act 25 of 2002](#);
- 18.4. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 18.5. **POPI Act** means the [Protection of Personal Information Act, Act 4 of 2013](#);
- 18.6. **Services** means the services as reflected on our website and promoted via other sites of ours, including but not limited to, the services related to H&M Removals and/or Simply Store.
- 18.7. **RIC Act** means the [Regulation of Interception of Communication and Provision of Communication- Related Information Act, Act 70 of 2002](#); and
- 18.8. **Users** mean users of our sites (including you!).

**-End of document-**