

Disclaimer

While Chair Crazy (Pty) Ltd takes all reasonable measures to ensure that the contents of this Website are accurate and complete, Chair Crazy (Pty) Ltd makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. Chair Crazy (Pty) Ltd reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

Chair Crazy (Pty) Ltd will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Chair Crazy (Pty) Ltd also makes no warranty or representation, whether express or implied, that the information or !les available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. Chair Crazy (Pty) Ltd does not accept any responsibility for any errors or omissions on this Website.

Limitation of Liability

CHAIR CRAZY (PTY) LTD SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF CHAIR CRAZY (PTY) LTD.

A CUSTOMER HEREBY INDEMNIFIES CHAIR CRAZY (PTY) LTD AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY A CUSTOMEROF AN ELECTRONIC MAIL FROM CHAIR CRAZY (PTY) LTD OR ONE THAT PURPORTS TO EMANATE FROM CHAIR CRAZY (PTY) LTD, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF CHAIR CRAZY (PTY) LTD.

Website Terms and Conditions

Use of the Website

The contents of this Website, including any content, information, software, icons, text, links, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to Chair Crazy (Pty) Ltd. No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution or reproduction of the said contents is prohibited.

By entering this Website, the Customer agrees that he will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that he will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, the Customer agrees that he will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized Chair Crazy (Pty) Ltd representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). The Customer may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

Privacy Policy

Chair Crazy (Pty) Ltd has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. Chair Crazy (Pty) Ltd will explicitly ask when we need information that personally identifies the Customer or allows us to contact a customer ("personal information"). The Customer agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything. The purposes for which Chair Crazy (Pty) Ltd will use your personal information are as follows: to transact with the Customer via the website or email regarding purchase and reservation, to provide services to the Customer via our website; to inform the Customer of new features, services, special offers and products (provided the Customer have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which the Customer specifically provided the information; to improve your experience on our website.

Chair Crazy (Pty) Ltd shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on Chair Crazy (Pty) Ltd; (b) to protect and defend the rights or property of Chair Crazy (Pty) Ltd, and (c) for the purposes of distributing same to various employees and/or third parties who assist Chair Crazy (Pty) Ltd in providing services to the Customer and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

The Customer is aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to a customer that has no meaning outside the assigning site. If a customer does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the Customer to deny or accept the cookie feature; however, the Customer should note that cookies may be necessary to provide him with certain features (e.g., customized delivery of information) available on our websites.

WHILST CHAIR CRAZY (PTY) LTD IS OF INTENT TO TAKE REASONABLE MEASURES TO KEEP PERSONAL INFORMATION ABOUT A CUSTOMER CONFIDENTIAL, IT SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION.

Chair Crazy (Pty) Ltd will:

- * Treat your personal information as strictly confidential;
- * Take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- Promptly notify the Customer if we become aware of any unauthorised use, disclosure or processing of your personal information;
- * Provide the Customer with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- * Upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or the Customer consents to us retaining such information for a longer period.

Permission for Hyperlinks, Deep Linking, Crawlers and Metatags

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of an authorised representative of Chair Crazy (Pty) Ltd, which may be withheld or granted subject to such conditions Chair Crazy (Pty) Ltd may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at Chair Crazy (Pty) Ltd. At times those comments may contain references to matters not related to Chair Crazy (Pty) Ltd. Those references do not necessarily represent the views of Chair Crazy (Pty) Ltd.

Changes to these Terms and Conditions

Chair Crazy (Pty) Ltd reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and the Customer is accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If a customer uses this Website after such updated or amended Terms and Conditions have been displayed on this Website, the Customer will be deemed to have accepted such updates or amendments.

Termination

Chair Crazy (Pty) Ltd may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. The Customer agrees that Chair Crazy (Pty) Ltd will not be liable to him in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

SHOWROOM

176 Sir Lowry Road Cape Town 8001 South Africa Tel: 021 465 9991 sales@chaircrazy.co.za CHAIR CRAZY (PVT) Ltd Co Reg No: 2008/002237/07 VAT: 4580206177 DIRECTORS J. M Bastos C.J Montgomery C.J Bastos WAREHOUSE

No 5, Sixth Street Montague Gardens P.O. Box 36733 Chempet, 7442 Tel: 021 552 2674 chaircrazycape@chaircrazy.co.za

