

# TERMS OF USE

Last Updated : 15<sup>th</sup> of March, 2020, Version 1.3

Welcome to Furniturespot.co.za. Your use of this website, [www.furniturespot.co.za](http://www.furniturespot.co.za), is governed by the terms (“Terms”) appearing herein below, as updated from time to time. The current version of these Terms is indicated hereinabove. These Terms constitute a legally binding agreement between you and Furniturespot (PTY) Ltd the owner and operator of Furniturespot.co.za.

By using this website, you agree to these conditions. Please read them carefully.

We offer a wide range of Products & Services, and sometimes additional terms may apply. In addition, these terms and our Privacy Policy are subject to change without notice. An up-to-date version of the Terms and the Privacy Policy shall be available on [www.furniturespot.co.za](http://www.furniturespot.co.za). The current version of the Terms and the Privacy Policy shall be as indicated at the head of those documents. By using this website you agree to be bound by these Terms.

## SPECIAL UPDATE: COVID-19

Furniturespot will do its utmost best to manufacture and deliver within our agreed time lines during the COVID-19 pandemic. Our team monitors the situation every day how we can make sure our supply chains are not going to be affected by the corona virus. If we run into a delay please bare with us. In case South Africa faces a complete lock down we will deliver your item as soon as possible. Items ordered cannot be cancelled while being in production. If you decide that you're not satisfied with your Furniturespot purchase after we have delivered your order, we offer a 14 day no questions asked return or exchange of the product. Please note that exchanges or returns are not possible on custom made product orders.

## WHAT OTHER DOCUMENTS ARE RELEVANT

Please read our Privacy Policy which sets out how we collect, use, and store information about our customers. The Privacy Policy also governs your visit to [www.furniturespot.co.za](http://www.furniturespot.co.za) and is incorporated by reference into these terms. In the event of any conflict between the Privacy Policy and these Terms - and assuming that there isn't a way to read those documents that is consistent - these Terms will take precedence.



Please read our Returns and Refund Policy. Returns and Refund Policy sets out what will happen in case of a return or refund request.

## ELECTRONIC COMMUNICATIONS

When visiting [www.furniturespot.co.za](http://www.furniturespot.co.za), or when you send us e-mails, you are communicating with us electronically. By using Furniturespot.co.za you consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this site. You consent that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

## COPYRIGHT

All content included in or made available through Furniturespot.co.za, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of Furniturespot or our content suppliers. This material is protected by South African and International copyright laws. All of the content included in or made available through [www.furniturespot.co.za](http://www.furniturespot.co.za) is the exclusive property of Furniturespot and protected by South African and international copyright laws.

## TRADEMARKS

“Furniturespot” and related icons and logos are registered trademarks or trademarks or service marks of Furniturespot and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

## OTHER INTELLECTUAL PROPERTY

Furniturespot is the sole owner or lawful licensee of all the rights and interests of the website Furniturespot.co.za. You agree not to infringe any or all of the title, ownership and intellectual property rights of Furniturespot. You hereby indemnify Furniturespot to the extent of any breach of intellectual property rights by or through your use of Furniturespot.co.za. All rights not otherwise claimed under the Terms or by Furniturespot are hereby reserved.

## PROPER USE AND ACCESS



You shall not engage in any activity directly or indirectly which undermines the integrity of the computer systems, networks and/or other electronics of FurnitureSpot and/or of other users of FurnitureSpot. You shall not gain and/or attempt to gain unauthorized and/or unlawful access to FurnitureSpot's computer systems and networks and/or any and all data or information therein. You agree to use FurnitureSpot for your personal use only and shall in no event use any or all of the information, text, images, graphics, video clips, sound, directories, files, databases, listings etc. obtained on or through FurnitureSpot for commercial purposes of any sort, nor for copying, reproducing, downloading, compiling whether directly, indirectly. Use of any content on FurnitureSpot.co.za for purposes other than appearing in these Terms is prohibited.

## YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account information and password on FurnitureSpot.co.za You are also responsible for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. FurnitureSpot does sell products for children. Adults can purchase products through FurnitureSpot.co.za with a credit card or other permitted payment method. If you are under 18, you may use FurnitureSpot only with involvement of a parent or guardian. FurnitureSpot reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

## REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may post reviews, comments, photos, and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable 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 e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. FurnitureSpot reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.



If you do post content or submit material, and unless we indicate otherwise, you grant FurnitureSpot a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant FurnitureSpot and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; 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 will indemnify FurnitureSpot for all claims resulting from content you supply. FurnitureSpot has the right but not the obligation to monitor and edit or remove any activity or content. FurnitureSpot takes no responsibility and assumes no liability for any content posted by you or any third party.

## INDEMNITY

You hereby agree to indemnify and save FurnitureSpot, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such your use of FurnitureSpot or Services (including but not limited to the display of your information on FurnitureSpot) or from your breach of any of the Terms. You hereby further agree to indemnify and save FurnitureSpot, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to information about such third parties and/or any of their goods and/ or services. You also agree further that FurnitureSpot is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you. FurnitureSpot reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with FurnitureSpot in asserting any available defenses.

## COPYRIGHT COMPLAINTS

FurnitureSpot respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.



## RETURNS AND REFUNDS POLICY

Please refer to our Returns and Refunds Policy for more information.

## CUSTOM PRODUCTS ORDERS VS STANDARD PRODUCT ORDERS

You can order two different type of products on our platform.

### *STANDARD PRODUCT ORDERS*

Our standard products are those products you can order directly from our platform. You can choose between standard sizes, our standard colour and fabric ranges and/or our material options. We have these products either in stock or they will be made to order within 4-6 weeks. Your standard product order can be exchanged and/or returned. Please refer to our returns and refunds policy for our exact terms regarding this matter.

### *CUSTOM PRODUCT ORDERS*

FurnitureSpot offers the option to custom make items on request. You can choose your own dimensions, your own colour, your own materials and/or choose your own fabric. However, your custom made product order cannot be exchanged or returned. If there is an error FurnitureSpot will rectify the fault. Please refer to our returns and refunds policy for our exact terms regarding this matter.

Our average lead time for custom made orders is 6-10 weeks. We require a 60% deposit payment to confirm your order. Prior delivery, we require you to pay the remaining balance. If you are not in the position to pay the remaining balance at the moment your order is ready, we suggest a payment plan of 8 weeks. Failure to pay as agreed will result in cancellation, and 50% cancellation fee will be charged as handling fee.

## PRODUCT DESCRIPTIONS

FurnitureSpot endeavors to be as accurate as possible, however mistakes happen. FurnitureSpot does not warrant that Standard Product descriptions or other content on FurnitureSpot is accurate, complete, reliable, current, or error-free. If a Standard Product offered by FurnitureSpot is not as described, your sole remedy is to return the product in unused condition according to the Returns Policy.

## PRICING ON FURNITURESPOT



Except where noted otherwise, the Retail Price, displayed for products on Furniturespot.co.za represents the full retail price including VAT listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by FurnitureSpot is higher than our stated price (of items not on sale), we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Prices on Furniturespot.co.za are subject to change without notification.

## DELIVERIES

Delivery timeframes communicated by FurnitureSpot are estimates and dependent on many factors beyond its control, including but not limited to production delays, shipping delays, government delays and forces of nature. In no event shall FurnitureSpot be liable for deliveries going beyond the estimated timeframe.

## FORCE MAJEURE

FurnitureSpot shall in no event be held responsible for delay and/or non-provision of the Services or Products, or unavailability of the Platform for any reason whatsoever including but not limited to events beyond the reasonable such as Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

## TAXES

FurnitureSpot is a registered VAT vendor.

It will be the sole responsibility of the Manufacturer to ensure that compliance with any and all tax laws have been adhered to. All products on Furniturespot.co.za represent the full retail price including VAT.

## APPLICABLE LAW

These Terms and our relationship and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the FurnitureSpot Platform 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 these Terms.

In the event of any dispute arising between you and FurnitureSpot, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

Nothing in this clause or the Terms limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## MISCELLANEOUS

### Approvals and consents

Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions. Where this agreement refers to a matter being to the "satisfaction" of a party, this means to the satisfaction of that party in its absolute discretion.

### Assignments and transfers

A User must not assign or transfer any of its rights or obligations under this agreement, or attempt to do so, without the prior written consent of each of the other parties. FurnitureSpot is entitled to transfer any rights and obligations to any third parties at its sole and absolute discretion.

### Entire agreement

This agreement and the policies and procedures set out on the FurnitureSpot Platform from time to time contain everything the parties have agreed in relation to the use of the FurnitureSpot Platform and membership of the FurnitureSpot Community.

### Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this agreement or by law.



#### No adverse construction

No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

#### Severability

Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

#### Time of essence

Time is of the essence for the performance by each party of its obligations under this agreement.

#### Waivers

A waiver or relaxation of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

#### Release

You release FurnitureSpot (and FurnitureSpot's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with one or more Users, or an outside party.

#### Variation

To the extent permitted by law, FurnitureSpot is permitted to revise these Terms at any time as it sees fit, without prior notice to a User, and any revisions will take effect when posted on the website, unless a later date is stated in the revised Terms. A User's continued use of this website will be construed as a User's consent to the amended or updated Terms, and will be conditional upon the Terms in force at the time of use. A User's only remedy, should such User not agree to these amended Terms, is to stop the use of this Website.

#### Breach



If either FurnitureSpot or the User commits a breach of these Terms and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the party giving notice shall be entitled, at its option, either to cancel these Terms and claim damages or alternatively to claim specific performance of all the defaulting party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

#### Disputes

In the event of any dispute or difference arising between FurnitureSpot and the User relating to or arising out of these Terms, including the implementation, execution, interpretation, rectification, termination or cancellation of these Terms, FurnitureSpot and the User or any of their designated officials shall upon request by the other meet to attempt to settle such dispute or difference, and failing settlement within a period of 7 (seven) business days from such a request, the said dispute or difference shall on demand by either FurnitureSpot or the User be submitted to arbitration in Johannesburg in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

FurnitureSpot and the User irrevocably agree that the decision in any arbitration proceedings:

will be binding on both of them;

will forthwith be carried into effect;

may be made an order of any court of competent jurisdiction.

Nothing herein contained shall be deemed to prevent or prohibit either FurnitureSpot or the User from applying to the appropriate court for urgent relief.

#### Survival

Clauses which out of necessity or by implication herein survive termination of these Seller Terms of Service, shall remain in full and effect despite the termination hereof.

#### Domicilium Citandi Et Executandi and Contact Information



FurnitureSpot and the User choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in respect of these terms as follows:

FurnitureSpot: 9 Kramer Road, 2<sup>nd</sup> floor  
Kramerville, Johannesburg, Gauteng,

The User: the address provided when placing an order

Any notice given in terms hereof shall be in writing and shall, if delivered via email, on the date of dispatch, if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after despatch.

Notwithstanding anything to the contrary contained in these Terms, a written notice or communication actually received by a party from another shall be adequate written notice or communication to such party.

## DISCLAIMER

The use of the FurnitureSpot Platform is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the FurnitureSpot Platform or reliance on any information on the FurnitureSpot Platform.

Whilst FurnitureSpot takes reasonable measures to ensure that the content of the FurnitureSpot Platform is accurate and complete, FurnitureSpot makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the FurnitureSpot Platform or as to the accuracy, completeness or reliability of any information on the FurnitureSpot Platform. If any such representations or warranties are made by FurnitureSpot's representatives, FurnitureSpot shall not be bound thereby.

FurnitureSpot disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the FurnitureSpot Platform and/or any content therein unless otherwise provided by law.



Any views or statements made or expressed on the Furniturespot Platform are not necessarily the views of Furniturespot, its directors, employees and/or agents.

In addition to the disclaimers contained elsewhere in these Terms, Furniturespot also makes no warranty or representation, whether express or implied, that the information or files available on the Furniturespot Platform are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of Furniturespot, its employees, agents or authorised representatives. Furniturespot thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

Furniturespot is not responsible for any remarks, information or other content posted or made available on the Furniturespot Platform by any User, even if such content is defamatory or otherwise legally actionable. Furniturespot is not responsible for and does not monitor or censor content for accuracy or reliability (although it reserves the right to remove any content at any time without giving any reason).

## GLOSSARY

We've used a number of definitions in these Terms to make them easier to read. When any of the following terms are used in these terms, unless it's very clear that the intention was different, they will have the following meanings:

“Account” means a User’s account, as a customer, as the case may be, on the Furniturespot Platform, which is associated with a User’s Profile, their communications using the Furniturespot Platform and all transactions and interactions on the Furniturespot Platform;

“Furniturespot Community” means you and anyone else who is eligible and agrees to be bound by these Terms & Conditions;

“Furniturespot Platform” means all the Services that are provided through [www.furniturespot.co.za](http://www.furniturespot.co.za);

“Manufacturer” means Furniturespot’s suppliers;



“Retail Price” means the price including VAT (but excluding delivery and/or installation) on [FurnitureSpot.co.za](http://FurnitureSpot.co.za)

“Services” means the services provided by [FurnitureSpot.co.za](http://FurnitureSpot.co.za)

“Standard Product” means the products on [FurnitureSpot.co.za](http://FurnitureSpot.co.za)

“Terms” means this document

“User” means any person who participates in the FurnitureSpot Community;