

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES. BY SIGNING THE APPLICATION FORM OR IF EXECUTED ELECTRONICALLY, BY CLICKING ON “REGISTER” OR “SUBMIT” YOU WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND YOUR INTENT THAT SAME WILL BE BINDING BETWEEN YOU AND US.

OUR RELATIONSHIP WITH YOU

- 1.1. These are the terms and conditions (“Terms of Service”) relevant to the Products and Services (see definition) we supply. These Terms of Service refer to the following additional terms which also apply to your use of our Services:
 - 1.1.1. Our Terms of Use.
 - 1.1.2. Our Privacy Policy.
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement (“**Agreement**”) between us and you. If there is any conflict between the above Terms of Use and/or Privacy Policy and the Terms of Service, the latter will prevail.
- 1.3. These Terms of Service tell you who we are, how we will provide Services and/ or Products to you, how either us or yourself may amend or end the contract for the supply of Services and/ or Products, what to do if there is a problem with your order and other important information.
- 1.4. You retain the sole right to determine when, where, and for how long you will utilise our Services and what Product to buy.
- 1.5. **These Terms of Services contain provisions that appear in similar text and style to this paragraph 1.5 and which:**
 - 1.5.1. **may limit our risk or liability or the risk or liability of a third party; and/or**
 - 1.5.2. **may create risk or liability for you (as a Consumer); and/or**
 - 1.5.3. **may compel you to indemnify us or a third party; and/or**
 - 1.5.4. **may serve as an acknowledgement, by you, of a fact.**

THE CONTRACT BETWEEN YOU AND US

- 2.1. *Signing:* No electronic signature is required to conclude the contract between us; the mere sending of a Data Message or click on “I accept” or “Checkout” or “Submit” or “Register” demonstrates your acknowledgement and agreement to these Terms of Service.
- 2.2. *Services and/or Product specific T&C's:* Certain Services and/or Products may have additional terms and conditions that will apply (“Specific Terms”). The Specific Terms will be presented to you prior to submitting your offer and should be read with these Terms of Service. Insofar as any Specific Terms conflicts with these Terms of Service in respect of:
 - 2.2.1. the description of the Services/Products (including, but not limited to, pricing, specifications, return policy, delivery policy), the Specific Terms shall prevail; and
 - 2.2.2. any other matter, these Terms of Service shall prevail.
- 2.3. *Services/Products with pricing on our website:* by placing our Services and/or Products on our website we invite you to do business with us.
- 2.4. *The Offer:* your order/ submission of the selected Services/Products to us is your offer to use our Services or to buy the Products from us.
- 2.5. *Acceptance of your Offer:* Our acceptance of your Offer will take place at our Premises on receipt of your payment, which we may confirm via email or telephone (take note, at this stage no contract has been concluded between us).
- 2.6. *Contract formation:* a contract (“**Contract**”) will be concluded between us on delivery of the Products at your selected address or in terms of our Services, on receipt of your payment and your receipt of our confirmation email (“Commencement Date”).
- 2.7. *If we cannot accept your order or deliver your order:* If we are unable to accept your order or deliver your order, we will inform you of this and will refund your payment we have received as cleared funds. This might be because the Product is no longer available for sale, unexpected limits on our resources which we could not reasonably foresee or plan for, an error in the price or description of the Product or because we are unable to meet a delivery deadline or performance date you have specified.
- 2.8. *Your Order Number:* We will assign an order number/ reference number to your order on acceptance thereof. Please use the order number as a reference when enquiring on your order.
- 2.9. **Restrictions on Sales:** Our website and associated services are solely for the promotion of our Products and Services in South Africa. Unfortunately, we do not accept orders where the delivery address is outside the Republic of South Africa.

SERVICES: RIGHTS AND RESTRICTIONS

- 3.1. Subject to these terms and conditions, we hereby grant you a non-exclusive, non-transferrable, non-assignable and non-sub licensable license to:
 - 3.1.1. register as a C2R member on behalf of yourself or on behalf of a minor where you are the parent or guardian; and/or
 - 3.1.2. register to participate in certain cycling events; and

- 3.1.3. facilitate communication between you and us.
- 3.2. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 3.3. The Services and all rights therein are and shall remain C2R's property or the property of C2R's licensors (where applicable). Neither these Terms of Service nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner our company names, logos, product and service names, trademarks or services marks ("Marks") or those of C2R's licensors (if any) unless authorised in writing by us.

AMENDMENT TO THESE TERMS OF SERVICE

We may amend the Terms of Service related to our Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service on the C2R website or member's portal. Where any of your rights are affected by the changes, we will request you to agree to the amended Terms of Services prior to your access to the C2R portal. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service (as amended).

4. OUR SERVICES

- 5.1. We undertake that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2. For purposes of the Services that relates to a The C2R cycling event we will make use of an independent third party service provider, DirtPass to coordinate the event registration (via the webpage: <https://www.dirtpass.co.za/register>). Submission of any information to DirtPass will be dealt with as per DirtPass' own terms of services and privacy policy.
- 5.3. The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents or provision of incorrect information by you. If the Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 5.1 above.
- 5.4. **Standard Support Services:** We will, as part of the Services and at no additional cost to you, provide you with our standard support services (including technical support) during normal business hours (08:00 – 17:00 Monday to Friday, excluding Public Holidays), in effect at the time that the Services are provided. We may amend the standard support services in our sole and absolute discretion from time to time. Contact us for more details. You can contact us at: info@cycle2ride.co.za or Tel: 087 284 6994.
- 5.5. **Maintenance:** We will use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for planned maintenance carried out during the maintenance window of 22:00 and 06:00; and unscheduled maintenance performed outside Normal Business Hours or emergency maintenance as a result of events outside our control.
- 5.6. From time to time we may:
 - 5.6.1. modify the Services by issuing updates; and
 - 5.6.2. make new features, functionality, applications or tools available in respect of the Services, whose use may be subject to your acceptance of further terms and conditions.
- 5.7. We will give you prompt written notice of material modifications to the Services and any such new features, functionality, applications or tools.

PROCESSING OF PERSONAL INFORMATION

- 6.1. Our [Privacy Policy](#) will apply when dealing with Personal Information via our Services.

YOUR RIGHT TO END THE CONTRACT

- 7.1. *You can always end your Contract with us:* Your rights when you end the Contract will depend on what you have bought or the services you have acquired, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:
 - 7.1.1. **If you have entered into a cycling event:**
 - 7.1.1.1. Please refer to [DirtPass' cancellation and refund policy](#) (click on link) which will apply in the circumstance that you have entered into a cycling event.
 - 7.1.2. **If you bought a product or acquired another service from us or if you are a registered Member:**
 - 7.1.2.1. If what you have bought is damaged, spoilt or incorrectly described you may have a legal right to end the Contract (or to get the Product replaced or to get some or all of your money back), see paragraph 10 below.
 - 7.1.2.2. If you want to end the Contract because of something we have done or have told you we are going to do, see paragraph 7.2 below.
 - 7.1.2.3. If you changed your mind about the Product (see paragraph 7.3 below), you may be able to get a refund if you are within the cooling-off period (see paragraph 7.3 below), but this may be subject to **reasonable deductions and you will have to pay the costs of return of any of the Products.**

7.1.2.4. In all other cases (if we are not at fault and there is no right to change your mind), we wish to refer you to paragraph 7.6 below.

7.2. *Ending the Contract because of something we have done or are going to do:* If you are ending a Contract for a reason set out in paragraph 7.2.1 to 7.2.5 below, the Contract will end within 7 (seven) days from receipt of your written notice and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1. we have told you about an upcoming change to the Product(s) or these Terms of Service which you do not wish to agree to (see paragraph 9.2 below);

7.2.2. we have told you about an error in the price or description of the Product you have ordered, and you do not wish to proceed;

7.2.3. there is a risk that supply of the Products may be significantly delayed because of events outside our control;

7.2.4. we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days; or

7.2.5. you have a legal right to end the Contract because of something we did wrong (including instances where delivery of the Products was late.

7.3. *Exercising your right to change your mind (ECT Act) – where a Product was purchased:* For most Products bought online you have a legal right to change your mind within 7 (seven) days after the date of receipt of the Products ("**Cooling-off Period**"). The following will apply in terms of the Cooling-off Period:

7.3.1. The Cooling-off Period will not apply if any of the products are listed under section 42(2) of the ECT Act including, but not limited to where the price for the supply of the Product is dependent on fluctuations in the financial markets and which cannot be controlled by the supplier or where the Product is made to your specifications or the Product is clearly personalised;

7.3.2. You will have to notify us in writing that you have changed your mind and such notice must be received by us within the Cooling-off Period.

7.3.3. We may charge you the direct cost of returning the Products and/or the reasonable costs and expenses actually incurred by us between the Commencement Date and the date of receipt of your above notice.

7.3.4. Where you have made payment to us already we will refund you the amount paid, minus any costs as stated under paragraph 7.3.3 above, within 30 (thirty) days from date of cancellation.

7.4. *Exercising your right to change your mind (ETC Act) – Where a Service online (not an event) was acquired:* For most Services acquired online you have a legal right to change your mind within 7 days after the Date of Contract for a specific Service ("Cooling-off period"), however this right will NOT apply to our Services that begin with your consent before the end of the Cooling Off Period. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

7.5. How long do I have to change my mind?

7.5.1. If you bought Products, you will have 7 (seven) days after the day you (or someone you nominate) receive the Products, unless:

7.5.1.1. Your Products are split into several deliveries, over different days. In this case you will have 7 (seven) days to change your mind about the Products, where the 7 (seven) days will commence on the day you (or someone you nominate) receive the last delivery of the Products ordered.

7.5.1.2. Your Products are for regular delivery, over a set period. In this case you will have 7 (seven) days from the day you (or someone you nominate) receive the first delivery of the Products.

7.6. **Terminating a contract where you entered an event:** Should you wish to cancel participation in a cycling event, depending on the length of time before commencement of the event, the cancellation policy is as follows:

7.6.1. 30+ days notice: 100% refund minus any administration charges from third parties;

7.6.2. 14-29 days notice: 50% refund;

7.6.3. 7-13 days notice: 25% refund;

7.6.4. Less than 7 days notice: no refund.

8. Alternatively, entry can be substituted to another rider if the original entrant is ill/ has an injury and proves same via a medical/ doctor certificate.

7.7. *Ending the Contract where we are not at fault and there is no right to change your mind:* If you do not have any other rights to end the Contract (see paragraph 7.1), you can still [Contact Us](#) before it is completed and tell us you want to end it. If you do this the Contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable compensation as compensation for the net costs and expenses we will incur as a result of your ending of the Contract.

PRODUCTS AND PRODUCT DESCRIPTIONS

8.1. *Products may vary slightly from their pictures:* The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. The Product(s) may therefore vary slightly from those in the images. Such variations shall not form part of the Contract or have any contractual force.

- 8.2. *Product packaging may vary:* The packaging of the Products may vary from that shown on images on our website.
- 8.3. *Stock Availability:* The stock of all Products presented on our website is limited. We will make all reasonable efforts to discontinue presenting the Products on our website or show "out of stock" as soon as stock is no longer available. **However, should items still be presented on our website after the remaining stock is sold, we will only be liable to refund any monies paid by you where we are unable to fulfil your order at the indicated prices.**

OUR RIGHTS TO MAKE CHANGES

- 9.1. **Minor changes to the Products and/or Services** - We may change the Products and specifications:
- 9.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 9.1.2. to implement minor technical adjustments and improvements.
- 9.2. More significant changes to the Products and/or Services and these Terms of Supply: we may amend or change any Product or Service or these Terms of Supply prior to the Commencement Date of our contract with you. If we do so, we will notify you and you may then [Contact Us](#) to end the Contract and receive a full refund before the changes take effect.

PROBLEMS WITH THE PRODUCTS

- 10.1. *How to notify us of any problems relating to the Products:* If you have any questions or complaints about the Products, please [Contact Us](#) first. You can contact Customer Services at 087 284 6994 or write to us at info@cycle2ride.co.za or our Premises.
- 10.2. *Summary of your legal rights:* We are under a legal duty to supply Products that are in conformity with the Contract between you and ourselves. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these Terms of Supply will affect your legal rights.
- 10.3. *Product Warranty: Where Product is made available under warranty we shall have the right to:*
- 10.3.1. Repair the Product;
- 10.3.2. Replace the damaged, unsafe or defective Product; or
- 10.3.3. Refund to you the price paid for the Products.
- 10.4. The above rights under 10.3 above are subject to the following:
- 10.4.1. We are given a reasonable opportunity to inspect the Products;
- 10.4.2. You deliver the Product to us;
- 10.4.3. That subsequent to delivery of the Products, the Products were not altered or utilised (including stored) contrary to the instructions;
- 10.4.4. Fair wear and tear; and
- 10.4.5. Where any negligent- or wilful conduct by you or any third party resulted in the defect of the Products.
- 10.5. *Your obligation to return rejected Products:* If you wish to exercise your legal rights to reject Products you must either return them via courier to us or allow us to collect them from you (if the pick-up point is within 20 km from the Cape Town business district. Please phone Customer Services at 087 284 6994 or email us at info@cycle2ride.co.za to arrange collection.

CHARGES AND PAYMENT

- 11.1. **Charges & Service Fees:** The use of our Services will be subject to our standard pricing as published on our website or as per a third party service provider we may use to execute certain services on our behalf, i.e. for events we use DirtPass.
- 11.2. **The price of Products:** The price of the Products will be the price as indicated on the order-pages when you place your order and confirmed in the Basket. We will use all reasonable efforts to ensure that the price of the Products advised to you is correct. However, there might be instances where this is not the case and we refer you to paragraph 11.4 below in these instances.
- 11.3. **VAT:**
- 11.3.1. All prices and/or costs quoted by us shall be inclusive of all applicable taxes but exclusive of VAT, which shall be shown clearly and separately to the agreed fees charged in terms of the Products. Taxes or other charges, including, but not limited to, transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to us but shall be paid in addition to the fees due to us.
- 11.3.2. If the rate of VAT changes between your order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.
- 11.4. **What happens if we got the pricing wrong?** There is always the possibility that, despite our best efforts, some of the Products we sell/make available or Services we offer may be incorrectly priced. We will normally check prices before accepting your Purchase Order or request for Services so that, where the Product's / Service correct price at the time of your Purchase Order / service request is less than our stated price at the time of your Purchase Order/service request, we will charge the lower amount. If the Product's/Services correct price at the time of your Purchase Order/service request is higher than the price stated, we will contact you for your instructions before we accept your Purchase Order/service request. If we accept and process your Purchase Order/service request where a pricing error is obvious and unmistakable

and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid and require the return of any Products provided to you.

- 11.5. **Unexpected price changes:** It is agreed that should there be a subsequent price increase on the Products where full payment is received only subsequent to the delivery of the Products, and such increases are beyond our control, including but not limited to, foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any of your instructions, regulatory changes, we shall be entitled to increase the affected Products charges accordingly, by the rand value of the increase, but in proportion to the Products provided after written notification to you.
- 11.6. **Time and method of payments:** We accept payment in the following manner:
- 11.7. **Credit Card Payments:**
- 11.7.1. Credit card transactions will be acquired for our benefit via Payfast (Pty) Ltd ("Payfast") who is the approved payment gateway for all South African Acquiring Banks.
- 11.7.2. Payfast allows for payment with Visa and Mastercard credit cards.
- 11.7.3. Payfast uses the strictest form of encryption, namely Extended Validation SSL (Secure Socket Layer) with 256-bit encryption and 3D Secure.
- 11.7.4. **No credit card details are stored on our database.** Users may go to <https://payfast.io/> to view their security certificate and security policy.
- 11.7.5. We will store your details separately from your credit card details which are entered by you or your Authorised User on Payfast's secure website. For more detail on Payfast refer to <https://payfast.io/>;
- 11.8. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. Therefore, the transaction currency is South African Rand (ZAR).
- 11.9. **Credit Card Refunds:** We will process the refund to your credit card as soon as we receive your returned shipment. Please allow for a period of 30 days for the refund to reflect. If you have made payment by any other means we will transfer the refund by way of Electronic Funds Transfer.
- 11.10. **When you must pay depends on what Products you bought:** You are required to pay for the Products before we dispatch them. We will not dispatch any Products unless payment has been made in full.
- 11.11. **What if my invoice is incorrect?** Should you believe that any part of your invoice is incorrect please [Contact Us](#) promptly to let us know and we will not charge you interest until we have resolved the issue.
- 11.12. We may, in our sole discretion and notwithstanding any instructions by you, appropriate any payment received from or on your behalf to any of your indebtedness to us arising from any cause whatsoever.
- 11.13. **Kindly note that all payments for cycling events entered into through the C2R website will be as per the terms and conditions provided by DirtPass.**
- 11.14. **Special Offers:**
- 11.14.1. We shall not be liable for the sale of Products at lower prices if such lower prices were increased and you could not, for any reason, conclude a Contract while such prices were at such lower price.
- 11.14.2. Should we supply the wrong Product to you or if the Product is in any way faulty or damaged, we will exchange the Product for the correct/non-faulty/undamaged one. However, if the Product is no longer being offered at the special discounted price, it will not be replaced and we will refund you with the purchase price and delivery costs.
- 11.15. **Records of Transactions:** We will keep a record of your transaction with us.

DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

12.1. THE PROVISIONS IN TERMS OF LIABILITY ARE STIPULATED IN OUR *TERMS OF USE*.

12.2. 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 SERVICE; (II) OUR USE OF YOUR USER CONTENT (SEE ACCEPTABLE USE POLICY); OR (III) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY.

12.3. WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, 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.

WARRANTIES

13.1. You hereby represent and warrant that:

- 13.1.1. you have full power and authority to enter into this Agreement and perform your obligations hereunder; and
- 13.1.2. you will comply with all applicable laws in your performance of this Agreement.

13.2. IN ADDITION TO OUR WARRANTIES UNDER OUR TERMS OF USE, WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF OUR SERVICES WILL RESULT IN ANY REQUESTS FOR SERVICES (FROM THIRD PARTIES). WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE COACHES. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE SERVICES.

13.3. WE DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF OUR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT OUR SERVICES MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO EMERGENCY - OR SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

CONFIDENTIALITY

14.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information").

14.2. Each party acknowledges and agrees that:

- 14.2.1. all Confidential Information shall remain the exclusive property of the disclosing party;
- 14.2.2. it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement;
- 14.2.3. it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and
- 14.2.4. it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to a company, its internal record-keeping requirements).
- 14.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:
- 14.3.1. is or becomes part of the public domain through no act or omission on the part of the receiving party;
- 14.3.2. was possessed by the receiving party prior to the date of this Terms of Service without an obligation of confidentiality;
- 14.3.3. is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or
- 14.3.4. is required to be disclosed pursuant to law, court order, summons or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

ELECTRONIC COMMUNICATIONS.

- 15.1. By creating a Members' Portal, you agree that we may send you informational/ notifications via your preferred selected communication option as part of the normal business operation of your use of the Services. You may opt-out of receiving such electronic communications by unsubscribe from the electronic communication as per the available unsubscribe functionality or by email us on info@cycle2ride.co.za
- 15.2. Take note, that unsubscribing from electronic communications from us to you may result in certain functions of the Services not working.

SUSPENSION AND TERMINATION OF OUR SERVICES

- 16.1. We retain the right to deactivate or otherwise restrict you from accessing or using our Services in the event of a violation or alleged violation of these Terms of Service, your disparagement of us, or your act or omission that causes harm to our brand, reputation or business, as determined by us in our sole discretion or as otherwise agreed to.
- 16.2. Your termination as user of the C2R Platform: you can terminate the Services at any time by halting to you use of our Services. If you wish us to remove all your Personal Information from our Services, you can email us at info@cycle2ride.co.za and request us accordingly. On receipt of your notice and confirmation that no charges are outstanding we will terminate our contract with you and remove your Personal Information within a reasonable time, with the understanding that you have removed all User Content/ material that you may have downloaded via our Services. Take note, we will only act on instructions from email addresses that match your email address on our C2R Platform.
- 16.3. Our termination: We can terminate this Agreement at any time if, in our sole discretion, you have breached any of the terms and conditions.
- 16.4. Consequences of termination: You will no longer be able to access the Members' Portal. You may still browse our website; it will, however, be subject to our Terms of Use. Take note: Termination of the Terms of Services will not affect any Service Agreement in place at the time of termination hereof.
- 16.5. In terms of cycling events you have entered: please see DirtPass' termination/cancellation and/or refund policy.

DISPUTE RESOLUTION

ANY DISPUTE ARISING FROM THESE TERMS OF USE SHALL BE SUBJECT TO THE FOLLOWING DISPUTE RESOLUTION PROCEDURES:

- 17.1. **Informal dispute resolution:** Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 14 (fourteen) days of the dispute having been referred.
- 17.2. **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of clause 17.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
- 17.3. **Institution of Formal Proceedings:** Subject to the provisions of clauses 17.1 and 17.2 above, the Parties agree that either Party may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause 17.4. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
- 17.4. **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 17.3, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa.
- 17.5. **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 17.5 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 17.6. **Continued performance:** Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
- 17.7. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 17.8. **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the Parties.
- 17.9. **Excluded relief:** This clause 16.5 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the parties are engaged including forums available to you as a consumer.
- 17.10. **Agreed Jurisdiction:** The Parties hereby consent to the jurisdiction of the Western Cape High Court (Cape Town) in respect of proceedings referred to in clause 17.3 above.

18.

GENERAL

- 18.1. **The whole Agreement:** These Terms of Service expressly supersede prior agreements or arrangements with you, except obviously for those terms and conditions that are incorporated by reference to these Terms of Service.
 - 18.2. **Assignment:** You may not assign any rights or obligations under this Agreement to any other third party. We may assign any of our rights or obligations to any third party.
 - 18.3. **Third Party beneficiary:** Except as specifically stated in these Terms of Service, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
 - 18.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 18.5. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not pursue such payment, but we continue to provide the Service, we can still require you to make the payment at a later date.
- 19.
- 18.6. **Applicable Law:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

DEFINITIONS

- 19.1. **C2R Member:** the person that uses the Service to upload User Content, identify and select Services, and apply for them via the Services and where a Coach performs the required services as per the terms and conditions.
- 19.2. **Confidential Information:** includes our Data, your Personal Information uploaded by you, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 19.3. **Consumer** shall have the same meaning attributed to it in terms of the CPA;
- 19.4. **CPA** means the Consumer Protection Act 68 of 2008;
- 19.5. **Data:** means all data related to the access and use of our Services hereunder, including all data related to users of our Services. All references to Data may also mean Information.

- 19.6. **Documentation:** the document(s) and other Service content made available to you by us via our site or Application (if any) or communicated to you by any other electronic means, which sets out a description of the Services and the User instructions for the Services.
- 19.7. **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002.
- 19.8. **POPI Act:** the Protection of Personal Information Act 4 of 2013.
- 19.9. **Products/ Goods** means the products available for purchase on our website.
- 19.10. **Shopping Basket** means an electronic tool where you may place one or more Products (which will stay there for a predetermined time) which Products will eventually make up your Purchase Order.
- 19.11. **Services:** the provision of services as presented from time to time on our website.
- 19.12. **User Content:** the description, photos and other relevant information.
- 19.13. **VAT:** Value Added Tax as per the Value-Added Tax Act 89 of 1991.