



Inspire | Innovate | Diversify

Terms and Conditions

1. Introduction

1. This website can be accessed at www.whirlmarket.co.za related mobi-sites and software applications (the "Website") and is owned and operated by Whirlmarket Store ("Whirlmarket Store", "we", "us" and "our").
2. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of Goods, and the use of the Website.
3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). **By using the Website and by clicking on the "Register Now" button on the Website, you acknowledge that you have read and consent to be bound by these Terms and Conditions.**
4. The Website enables you to shop online for an extensive range of goods including sport, homeware, Security products, electronics, ESD products, and many more ("Goods").
5. Whirlmarket Store allows third party sellers to list and sell their Goods on the Website (each a "Third Party Seller"). Whirlmarket Store will indicate on relevant product pages and checkout pages when Goods are for sale by a Third-Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from Whirlmarket Store. This will be made clear in the relevant clause.

2. Important Notice

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**
 1. **may limit the risk or liability of Whirlmarket Store or a third party; and/or**
 2. **may create risk or liability for the user; and/or**
 3. **may compel the user to indemnify Whirlmarket Store or a third party; and/or**
 4. **serves as an acknowledgement, by the user, of a fact.**
3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Whirlmarket Store to explain it to you before you accept the Terms and Conditions or continue using the Website. If you are unfamiliar with ESD Software, please seek clarity from Whirlmarket Store through sales@whirlmarket.co.za to get full understanding of the nature, functionality, usage rights and delivery of the same.
5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, for either you or Whirlmarket Store in terms of the CPA.
6. Whirlmarket Store permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions **unconditionally**. You must not use this Website if you do not agree to the Terms and Conditions.

3. Returns

1. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

4. Registration and use of the website

1. Only registered users may order Goods on the Website.
2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Whirlmarket Store. You will need to use your unique username and password to access the Website in order to purchase Goods.
3. You agree and warrant that your username and password shall:
 1. be used for personal use only; and
 2. not be disclosed by you to any third party
 3. that you take full responsibility in ensuring that your account is protected by not sharing your account details by a third party.
4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

5. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**
 6. You agree to notify Whirlmarket Store immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
 7. **By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
 8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Whirlmarket Store representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
 9. You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
 10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Whirlmarket Store representative.
5. **Conclusion of sales and availability of stock**
1. Registered users may place orders for Goods, which Whirlmarket Store or the Third-Party Seller may accept or reject. Whether or not Whirlmarket Store or the Third-Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Whirlmarket Store for the Goods.
 2. NOTE: Whirlmarket Store or the Third-Party Seller will indicate the acceptance of your order by delivering the Goods to you and only at that point will an agreement of sale between you and Whirlmarket Store or the Third-Party Seller come into effect (the "Sale"). This is regardless of any communication from Whirlmarket Store stating that your order or payment has been confirmed. Whirlmarket Store will indicate the rejection of your order (by Whirlmarket Store itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
 3. Prior to delivery of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
 4. Placing Goods in a Wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Whirlmarket Store or the Third-Party Seller liable if such Goods are not available or are not available at the price when you complete or attempt to complete the purchase cycle at a later stage.
 5. You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by Whirlmarket Store, Whirlmarket Store will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Whirlmarket Store will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.
 6. In the case of Goods for sale by a Third-Party Seller, Whirlmarket Store relies on inventory information supplied by the relevant Third-Party Seller and Whirlmarket Store accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Goods from a Third Party Seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant Third Party Seller, your respective rights and obligations being as set out in these Terms and Conditions.
 7. Certain Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.
 8. Please see details relating to Pre-orders in our Pre-Order Section, which are incorporated by reference.
6. **Payment**
1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
 2. Whether the Goods are for sale by Whirlmarket Store or a Third-Party Seller, payment can be made for Goods via -
 1. debit card;
 2. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will

be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website.**

3. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Whirlmarket Store will not accept your order if payment has not been received; Proof of payment does not prove that funds has been received at Whirlmarket store.
 4. Instant EFT;
 5. Whirlmarket Store Vouchers.
 3. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.
7. **Delivery of goods**
1. Whirlmarket Store offers 1 (One) methods of delivery of Goods to you: Courier
 2. For more information about delivery, please see our [Shipping and Delivery](#), which are incorporated into these Terms by reference. Our delivery charges are subject to change at any time, without prior notice to you, so please check the FAQs for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.
 3. Where it accepts your order, Whirlmarket Store or the Third-Party Seller will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
 4. Whirlmarket Store's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. **Whirlmarket Store is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.**
8. **Errors**
1. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.
 2. Whirlmarket Store shall not be bound by any incorrect information regarding our Goods displayed on any third-party websites.
9. **Gift Vouchers & Coupons**
1. Whirlmarket Store may from time to time make physical or electronic gift vouchers ("Gift Vouchers") and promotional coupons or discounts ("Coupons") available for use on the Website towards the purchase of Whirlmarket Store Goods. Gift Vouchers and Coupons can only be redeemed while they are valid, and their expiry dates cannot be extended. More specifically:
 2. **Gift Vouchers**
 1. Gift Vouchers that Whirlmarket Store gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.
 2. Gift Vouchers cannot be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased. If your Gift Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.
 3. Whirlmarket Store is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.
 3. **Coupons**
 1. There are two types of Coupons; a Coupon with a fixed amount of a discount, e.g. R100 off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g. 10% off ("**Percentage Coupon**").
 2. Coupons are issued in Whirlmarket Store's sole discretion and we are entitled at any time to correct, cancel, or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
 3. Generally, and unless specified otherwise on the specific Coupon itself:
 1. each Coupon can only be used once;
 2. only one Coupon can be used per order;
 3. only one Coupon can be used on the Website per person per promotion/campaign;
 4. Percentage Coupons may only be redeemed on purchases with a total cart value of less than R2 000.00
 5. where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued

with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;

6. a Coupon must be used at check-out – it cannot be used later on existing orders; and
 7. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
 4. Coupons cannot be used to buy Gift Vouchers or other Coupons and cannot be exchanged or refunded for cash or credit. **Whirlmarket Store is not responsible for any harm due to the loss, unauthorised use, or distribution of a Coupon.**
 5. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Whirlmarket Store before you are able to use a Coupon.
10. **Today's Deals and other discounted Goods**
1. From time to time, we may offer certain Goods at discounted prices as part of Today's Deal, Bundle Deal or any other temporary deal which are explained below (each a "**Deal**"). These will be subject to certain conditions (as set out in these Terms and/or the Website), which define the scope of the Deal. If you buy a product *within the scope of a Deal*, you will pay the discounted price for that product (the "**Deal Price**").
 2. However, if you buy a product in a manner that falls *outside of the scope of a Deal*, then you will pay the then current (non-Deal) selling price on the Website (the "**Normal Price**"), for each product that falls outside the scope of the Deal.
 3. For example: if you buy more than one product in Today's Deal, you will pay the Deal Price for the first product, but the Normal Price for all products thereafter. Alternatively, if you buy a product in combination with any other products that together do not constitute a Bundle Deal, you will pay the Normal Price for all such products falling outside the scope of the relevant Deal.
 4. **Today's Deals**
 1. At our discretion, Today's Deals ("**Deals**") are available daily from 6:00hrs – 23:59hrs on weekdays and from 10:00hrs – 23:59hrs on weekends. In addition, please note that Today's Deals have a stock limit and may expire earlier if stock runs out.
 2. Today's Deals quantities are limited and as such, after a Today's Deal is sold out, those particular Goods may be available on the Website at their normal selling prices (but no longer as a Today's Deal).
 3. We do not guarantee a specific saving. The extent of the Today's Deal or discount is at the sole discretion of Whirlmarket Store.
 4. Only one of each Today's Deal may be purchased per customer.
 5. Adding a Today's Deal to your cart or completing your order for a Today's Deal without paying for it, does not reserve the item for you. Whirlmarket Store must receive payment from you within the hour of you placing your order for a Today's Deal, otherwise we will cancel your order.
 6. Whirlmarket Store will reserve stock for customers in the order in which it receives payment. Therefore, if you pay via EFT, you might not get your item because Whirlmarket Store may only receive payment from you a few days later, and in the meantime the Today's Deal might sell out to customers paying immediately.
 7. The List Price shown in respect of Today's Deals and other discounted Goods is the recommended retail price suggested to us by the supplier of the relevant product. Where the supplier has not provided a recommended retail price, an estimate may be provided. Where a product is offered for sale by a Third-Party Seller, the List Price may be provided by the Third-Party Seller.
 8. By purchasing any Today's Deal, you are also automatically opting in for our Today's Deals daily newsletter as well as our general newsletter (you may opt-out of these newsletters at any time). Opting out of these newsletters after purchase will not affect the value of the Goods purchased.
 5. **Bundle Deals | Office Solutions**
 1. We may from time to time offer bundle deals for sale under the Office Solutions tab on the Website ("**Bundle Deals** "). Each Bundle Deal will consist of two or more products that either we or you (as provided on the Website) have combined together in a single bundle.
 2. Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.
 3. A Bundle Deal should be distinguished from a pre-packed bundle compiled by our supplier and supplied to us as a single unit ("**Pre-packed Bundles** "). Any saving or discount in respect of a Pre-packed Bundle will be applied only to the total bundle price and not to the prices of the individual component products. Please refer to our Returns Policy for information about returning a Pre-packed Bundle.
11. **ESD**
1. An "**ESD**" means an electronic Software Delivery/Download. Your access to any ESD purchased by you from us will be granted via a link to such ESD) (the "**Link**").
 2. **IMPORTANT – Limits to functionality and usage of ESDs:**

1. You will need to be connected to the internet when you download an ESD.
3. **Ordering ESDs:** When ordering an ESD from us, you will be ordering the right to download such ESD from the relevant Vendor and consequently, if Whirlmarket Store accepts your order, delivery will take place electronically via the internet as described below.
4. **Delivery of ESDs:**
 1. Where Whirlmarket Store accepts your order, upon receipt or confirmation of payment, we will obtain your Link to the relevant ESD from the relevant ESD Vendor and deliver such Link to you via Electronic Mail. The speed of delivery of a Link will depend on a variety of factors, most of which are internet related and beyond our control and as such, Whirlmarket Store does not hereby undertake to make delivery within any specific timeframe. However, as a guide only, delivery should occur within a few seconds, but can also take up to several hours. You will be able to access and click on the Link at any time following delivery thereof to you, subject to certain restrictions. **PLEASE TAKE NOTE OF THE FOLLOWING RESTRICTIONS:**
 1. So as to reduce the risk of fraud, ESD Vendors limit the number of times any Link can be clicked before access to the Link is blocked. **You will be able to click on such Link at least once, but acknowledge that access to the Link may become blocked after your first click so as to prevent fraud;**
 2. The Link will not appear if you have removed it, or Whirlmarket Store has removed it pursuant to your having 'returned' the ESD (if possible, in accordance with Whirlmarket Store's Returns Policy pertaining to ESDs from time to time);
 3. Whirlmarket Store does not guarantee that ESD Vendor will make their ESDs available for download indefinitely and Whirlmarket Store accepts no responsibility or liability to you or any other person if, upon your accessing and clicking the Link, the relevant ESD publisher no longer has the ESD available for download via such Link.
 2. We do not charge any delivery fees for electronic delivery of the relevant ESD link; however, you may incur costs (eg internet service provider fees) associated with downloading the ESD, and we will not under any circumstances be liable for any such costs incurred by you.
 3. **Practical issues to note in utilising the Link to download the ESD:**
 1. The Link will contain your unique reference number as allocated by the Vendor of the ESD. By clicking on the Link, you are permitting the Vendor to drop and store a file on your local storage area (Machine).
 2. **IMPORTANT: Ensure that the ESD is being downloaded onto the device where you will be installing it.**
 3. If you have any problems relating to the functionality of your Link, please report same to us [here](#) so that we can assist you in resolving the problem.
5. **Returns of ESDs:** All ESD's are not returnable
12. **Third Party Sellers**
 1. Whirlmarket Store will indicate on relevant product pages and checkout pages when Goods are for sale by a Third-Party Seller. In such cases Whirlmarket Store only provides the platform to facilitate transactions between Third Party Sellers and Whirlmarket Store customers. Whirlmarket Store is neither the buyer nor the seller of these Goods unless otherwise specified.
 2. The Sale formed on acceptance of your order (in accordance with clause 5.2) for Goods that are for sale by a Third-Party Seller is therefore solely between the registered user and such Third-Party Seller. Whirlmarket Store is not a party to that sale.
 3. The Third-Party Seller is solely responsible for fulfilment of delivery of the Goods. The Third-Party Seller is also responsible to provide an invoice to the registered user if required.
 4. Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on Goods sold and issue a tax invoice in respect thereof. If a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on Goods sold and will not be in a position to issue a tax invoice in respect thereof.
 5. Because Whirlmarket Store wants the registered user to have a safe and consistent experience, Whirlmarket Store will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 ("**ECT Act**"), by the registered user arising out of or in connection with the Sale between a registered user and a Third-Party Seller on behalf of the Third-Party Seller according to Whirlmarket Store's own Returns Policy. Should such claim escalate into being a dispute, although Whirlmarket Store is entitled to become involved in an attempt to resolve it, Whirlmarket Store is not obliged to do so, and any disputes must be resolved between you and the relevant Third-Party Seller alone.
13. **Privacy policy**
 1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
 2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to -
 1. your name and surname;
 2. your email address;
 3. your physical address;
 4. your gender;
 5. your mobile number; and
 6. your date of birth.

3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
4. You may choose to provide additional personal information to us, in which event you agree 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.
5. Subject to clause 13.6 below, we will not, without your express consent:
 1. use your personal information for any purpose other than as set out below:
 1. in relation to the ordering, sale and delivery of Goods;
 2. to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
 3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and
 4. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
 2. disclose your personal information to any third party other than as set out below:
 1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 2. to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
 3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
 4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
 5. to our suppliers in order for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and
 6. to any Third-Party Seller for purposes of sending you an invoice for any Goods purchased from such Third-Party Seller, which disclosed information will be limited to your email address (refer to clause 14 above).
6. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Whirlmarket Store is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
7. We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
8. **Ratings and Reviews:** When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.
9. We will -
 1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
 2. take appropriate technical and organisational 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;
 3. provide you with access to your personal information to view and/or update personal details;
 4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

10. 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 you consent to us retaining such information for a longer period.
11. Whirlmarket Store undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
12. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
13. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Whirlmarket Store, WHIRLMARKET STORE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
14. This website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. **If you do not disable "cookies", you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 13.**
14. **Changes to these Terms and Conditions**
 1. Whirlmarket Store may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
 2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.
15. **Electronic communications**
 1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates, or partners electronically in accordance with our privacy policy as set out in clause 13 above.
16. **Ownership and copyright**
 1. The contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Whirlmarket Store, its advertisers and/or sponsors and/or is licensed to Whirlmarket Store.
 2. You will not acquire any right, title or interest in or to the Website or the Website Content.
 3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
 4. Where any of the Website Content has been licensed to Whirlmarket Store or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.
17. **Disclaimer**
 1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
 2. Whilst Whirlmarket Store takes reasonable measures to ensure that the content of the Website is accurate and complete, Whirlmarket Store makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the Website or as to the accuracy, completeness, or reliability of any information on the Website. If any such representations or warranties are made by Whirlmarket Store's representatives, Whirlmarket Store shall not be bound thereby.
 3. Whirlmarket Store 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 Website and/or any content therein unless otherwise provided by law.
 4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

5. Any views or statements made or expressed on the Website are not necessarily the views of Whirlmarket Store, its directors, employees and/or agents.
 6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Whirlmarket Store also makes no warranty or representation, whether express or implied, that the information or files available on the Website 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 wilful misconduct of Whirlmarket Store, its employees, agents or authorised representatives. Whirlmarket Store thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.
- 18. Linking to third party websites**
1. This Website may contain links or references to other websites ("**Third Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Whirlmarket Store is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.
 2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect, or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained thereon.
- 19. Limitation of liability**
1. Whirlmarket Store cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Whirlmarket Store, its employees, agents, or authorised representatives.
 2. WHIRLMARKET STORE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.
 3. YOU HEREBY INDEMNIFY WHIRLMARKET STORE 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 AND/OR ANY LINKED THIRD-PARTY WEBSITE.
- 20. Availability and termination**
1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
 2. Whirlmarket Store may in its sole discretion terminate, suspend, and modify this Website, with or without notice to you. You agree that Whirlmarket Store will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
 3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
 4. Whirlmarket Store is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Whirlmarket Store to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Whirlmarket Store, in whole or in part, on notice to you. Whirlmarket Store shall only be liable to refund monies already paid by you (see Whirlmarket Store's Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.
 5. At any time, you can choose to stop using the Website, with or without notice to Whirlmarket Store.
- 21. Governing law and jurisdiction**
1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website 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 and Conditions.
 2. In the event of any dispute arising between you and Whirlmarket Store, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Province) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
 3. Nothing in this clause 21 or the Terms and Conditions limits your right to approach any court, tribunal, or forum of competent jurisdiction in terms of the CPA.

22. Notices

1. Whirlmarket Store hereby selects **PO Box 9938 Centurion, 0046** as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Whirlmarket Store may change this address from time to time by updating these Terms and Conditions.
2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Whirlmarket Store not less than 7 days' notice in writing.
3. Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -
 1. by hand will be deemed to have been received on the date of delivery;
 2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 3. by email will be deemed to have been on the date indicated in the "Read Receipt" notification.
ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION to serve as proof that an email has been received.

23. Information

1. For the purposes of the ECT Act, Whirlmarket Store's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
 1. **Full name:** Whirlmarket Technologies Pty Ltd, a private company registered in South Africa with registration number 2013/129732/07
 2. **Main business:** ICT VAR
 3. **Address for receipt of legal service:** PO Box 9938, Centurion - 0046, (marked for attention: Director and Legal)
 4. **Phone number:** +27 82 061 1884
 5. **Email address:** sales@whirlmarket.co.za

24. Sales in South Africa only

Only users in South Africa may buy goods and services through the WHIRLMARKET STORE website. WHIRLMARKET STORE will only accept orders for delivery addresses in South Africa.

25. Pre-Orders

Whirlmarket Store will from time to time allow customers to place Pre-Orders online. These Pre-Orders are to "secure" launch products as soon as they are made available at Whirlmarket Store. All Pre-Orders require 100% full payment to be cleared in our system. EFT payments are subject to the standard terms and conditions of EFT payments. Pre-Orders will be fulfilled as and when Whirlmarket Store Online receive inventory from the supplier. Whirlmarket Store Online will make every effort to fulfil your Pre-Order and in the unlikely event that we cannot supply product against your Pre-Order you will be refunded your payment. Pre-Orders are restricted to one order per customer. Should you wish to change or cancel your Pre-Order, you will need to follow the current Whirlmarket Store refund process. Please refer to our refund and return funds section in our terms and conditions.

26. Warranties

The products and services that are sold by Whirlmarket Store are sold "as is" and "as available". Whirlmarket Store does not give any express guarantee or warranty regarding the performance of any product or services and excludes any implied warranties to the full extent that is permitted by law. The manufacturers of the products sold by Whirlmarket Store may provide a manufacturer's warranty in respect of their branded products. This manufacturer's warranty is not given by Whirlmarket Store although Whirlmarket Store may be responsible for providing certain warranty service under this manufacturer's warranty in terms of its arrangements with those manufacturers. In an event where a product is still under warranty the Original Proof of purchase shall be required from the end user to prove the same.

27. General

Whirlmarket Store may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
2. Any failure on the part of you or Whirlmarket Store to enforce any right in terms hereof shall not constitute a waiver of that right.
3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
4. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
5. No indulgence, extension of time, relaxation, or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
6. These Terms and Conditions contain the whole agreement between you and Whirlmarket Store, and no other warranty or undertaking is valid, unless contained in this document between the parties.