

Company information

This website is run by Marketplace Genie (Pty) Ltd as a private company based in South Africa trading as "Marketplace Genie" with registration number 2017/536680/07. Marketplace Genie (Pty) Ltd, trading as Marketplace Genie, is a business in the Internet computer software industry that automates e-commerce business processes.

Introduction

1. This website can be accessed at **www.marketplacegenie.co.za**, related mobi-sites and software applications (the "**Website**") and is owned and operated by Marketplace Genie (Pty) Ltd ("**Marketplace Genie**", "**we**", "**us**" and "**our**").
2. These Website Terms and Conditions ("**Terms and Conditions**") govern the ordering, sale and delivery of Services, 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, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
4. The Website enables you to integrate with multiple e-commerce platforms and provides business automation services, analytics. ("**Services**").

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 Marketplace Genie or a third party; and/or**
 2. **may create risk or liability for the user; and/or**
 3. **may compel the user to indemnify Marketplace Genie 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 Marketplace Genie to explain it to you before you accept the Terms and Conditions or continue using the Website.
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, created for either you or Marketplace Genie in terms of the CPA.
6. Marketplace Genie 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.
7. These Terms and Conditions are divided into three sections, as follows:
 1. **Part A – Service Delivery**
 2. **Part B – Privacy Policy & Security; and**
 3. **Part C – General Legal Terms.**

Registration and use of the website

1. Only registered users may use the website.
2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Marketplace Genie. You will need to use your unique username and password to access the Website in order to purchase Services.
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.
4. For security purposes you agree to enter the correct username and password whenever ordering Services, 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 Marketplace Genie 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 Company 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 Company representative.
11. Registered users may register for Services, which Marketplace Genie may accept or reject. Whether or not Marketplace Genie accepts depends on receipt of payment or payment authorisation by Marketplace Genie for the Services.
12. Please see details relating to Pre-orders in our FAQ's: Pre-Order, which are incorporated by reference.

Payment options accepted

1. Payment may be made via Visa, MasterCard, Diners, or by bank transfer into the Marketplace Genie bank account with First National bank in South Africa, the details of which will be provided on request.

Credit card acquiring and security

1. Credit card transactions will be acquired for Marketplace Genie via Paygate (Pty) Ltd. Paygate uses the strictest form

of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.payfast.co.za to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Marketplace Genie separately from card details which are entered by the client on Paygate secure site.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Customer Privacy Policy

Marketplace Genie shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569

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 -
 - a) your name and surname;
 - b) your email address;
 - c) your physical address;
 - d) your gender;
 - e) your mobile number; and
 - f) 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 6 below, we will not, without your express consent:
use your personal information for any purpose other than as set out below:
 - a) in relation to the ordering, sale and delivery of Services;
 - b) to contact you regarding current or new Services or services or any other Services offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us);
 - c) to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us); and
 - d) to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us; or
 - e) disclose your personal information to any third party other than as set out below:
 - f) 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 Services or when delivering Services to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - g) to our divisions 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 Services or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from them);
- h) to any Third Party Seller for purposes of providing finance for your business.
6. We will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
7. We will -
- a) treat your personal information as strictly confidential;
 - b) 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;
 - c) provide you with access to your personal information to view and/or update personal details;
 - d) promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - e) provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 - f) upon your request, promptly return or destroy any and all of your personal information in our possession or control.
8. 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.
9. Marketplace Genie undertakes never to sell or make your personal information available to any third party other than as provided for in this policy, unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, Marketplace Genie reserves the right 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.
10. 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.
11. 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 Marketplace Genie, MARKETPLACE GENIE 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.

Responsibility

Marketplace Genie takes responsibility for all aspects relating to the transaction including sale of Services and services sold on this website, customer service and support, dispute resolution and delivery of Services.

Country of domicile

This website is governed by the laws of South Africa and Marketplace Genie chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Variation

Marketplace Genie 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.

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.

Linking to third party websites

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 Marketplace Genie is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

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.

Ownership & Copyright

The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, 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 Marketplace Genie, its advertisers and/or sponsors and/or is licensed to Marketplace Genie.

1. You will not acquire any right, title or interest in or to the Website or the Website Content.
2. 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. To obtain permissions for the commercial use of any Website Content contact our Admin Manager at info@marketplacegenie.co.za.
3. Where any of the Website Content has been licensed to Marketplace Genie 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.

Disclaimer

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.

1. Whilst Marketplace Genie takes reasonable measures to ensure that the content of the Website is accurate and complete, Marketplace Genie 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.
2. Marketplace Genie disclaims liability for any damage, loss or liability, 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.
3. Although Services 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.
4. Any views or statements made or expressed on the Website are not necessarily the views of Marketplace Genie, its directors, employees and/or agents.

5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Marketplace Genie 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 Marketplace Genie, its employees, agents or authorised representatives. Marketplace Genie 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.

Limitation of liability

Marketplace Genie 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

Marketplace Genie, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to info@marketplacegenie.co.za.

MARKETPLACE GENIE 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.

YOU HEREBY INDEMNIFY MARKETPLACE GENIE 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.

Availability and termination

We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

Marketplace Genie may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Marketplace Genie 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 and to the extent possible.

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 Services, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

Governing law and jurisdiction

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.

In the event of any dispute arising between you and Marketplace Genie , you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court. Nothing in this clause 21 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

General

Marketplace Genie 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 Marketplace Genie 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 Marketplace Genie and no other warranty or undertaking is valid, unless contained in this document between the parties.

Marketplace Genie Contact Information

Company Physical Address

Unit 131 Platinum Junction, 4 School Street, Marconi Beam, Cape Town, South Africa

Support: info@marketplacegenie.co.za

Telephone: 0824506662