

# TERMS OF SERVICE

## INTRODUCTION

This website, <https://theinkynotebook.co.za> (referred to as “Site” or “Website”) is operated by Riana Jacobs Photography PTY (Ltd), and includes all sub-domains of the website.

Throughout the site, the terms “we”, “us” and “our” refer to Riana Jacobs Photography PTY (Ltd) (hereunto known as The Inky Notebook ).

The following terms and conditions, together with any documents or policies they expressly incorporate by reference (collectively, these “Terms of Use” or “Terms of Service” or “Terms and Conditions”), govern your access to and use of [theinkynotebook.co.za](https://theinkynotebook.co.za), including any content, functionality and Services offered on or through [theinkynotebook.co.za](https://theinkynotebook.co.za) (the “Website”), whether as a guest or a registered user.

The Inky Notebook offers this Website, including all information, products, tools, articles, resources, courses, masterclasses, programs, mentorship, materials, training, events, services, done for you services, specialised services, events, and additional services or products (collectively referred to as “Services” or “Products”) available from this Website or presented and/or offered to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Website and/or registering on our Website and/or purchasing something from us and/or being invoiced/quoted from our Website, you engage in our Services and agree to accept and agree to bound by the following Terms of Use, including those additional terms and conditions and policies referenced herein, listed on the Website, and/or available by hyperlink.

These Terms of Use apply to all users of the site, including without limitation users and visitors who are browsers, guests, vendors, customers, affiliates, merchants, partners and/or contributors.

Please read these Terms of Use carefully before accessing or using our Website or purchasing any of our Services. By accessing or using any part of the Website as a guest, users or customer, or engaging in or purchasing any Services from us, you agree to be bound by these Terms of Use.

If you do not agree to all the Terms of Use of this agreement, then you may not and should not access the Website or use any Services.

Any new Services which are added to the current Website shall also be subject to the Terms of Use.

You can review the most current version of the Terms of Use at any time on this page.

We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our Website.

It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website and/or use of or access to our Services following the posting of any changes constitutes acceptance of those changes.

## SECTION 1: WEBSITE TERMS

By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province or country of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our Website or Communication Services to:

- Engage in any illegal or unauthorised purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).
- Solicit others to perform or participate in any unlawful acts.
- Publish any Website material in any other media without permission from the Website owners.
- Sell, sublicense, and/or otherwise commercialise any Website material, including any Services you purchased on the Website.
- Infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- In any way that is or may be damaging to this Website or The Inky Notebook.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Website and Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Transmit any worms or viruses or any code of a destructive nature that will affect the functionality or operation of the Website or Services, or of any related website, other websites, or the Internet.
- Use this Website in any way that impacts a user's access to this Website.
- Use this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any member, person, or business entity.
- Engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website.

- Use this Website to engage in any advertising or marketing, without direct written permission from the Website owners.
- Engage in harassment, hate speech, bullying, abuse, insult, harm, defamation, slander, intimidation, or discrimination and/or make degrading comments about people, companies, gender, sexual orientation, culture, religion, ethnicity, race, age, national origin, and/or disability.
- Promote or discuss any get rich quick schemes, multi-level marketing, and/or any digital currency opportunities.
- Share or collect other members' or users' personal information without their written consent.
- Submit false or misleading information, including creating fake profiles.
- Spam, phish, pharm, pretext, spider, crawl, or scrape on our website or any of our members or users at any time.
- Use the Website or any Services for any obscene or immoral purpose.
- Interfere with or circumvent the security features of the Website or Services, or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Website and/or any Service and/or any Communication Services or any related website for violating any of the prohibited uses, at any time without notice, and you understand that no refund, pro-rata, or partial refund will be provided as a result of you breaking any of these Terms of Service.

We have no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials in its sole discretion.

Certain areas of this Website are restricted from being access by you and we may further restrict access to any areas of this Website, at any time, at their discretion.

We reserve the right to withdraw or amend this Website and any Services or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all

or any part of the Website is unavailable at any time or for any period.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

## SECTION 2: GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the Website through which the Service is provided, without express written permission by us.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

We may in the future offer new products, services and/or features through the website (including, the release of new tools and resources). Such new products, features and/or services shall also be subject to these Terms of Service.

## SECTION 3: PRICES AND EXCHANGE RATES

Pricing is based on the South Africa ZAR, unless otherwise specified.

In the event that our pricing is converted into your local currency, the price might vary once you pay due to exchange rate fluctuations at the time of purchase or the exchange rate offered by your bank and/or the payment gateway.

We accept no liability for such price discrepancies as a result of the above when converting into another currency.

Prices for our Services are subject to change without notice.

We reserve the right at any time to modify or discontinue Services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of any Services.

#### SECTION 4: PRODUCTS & SERVICES

Certain Services may be available exclusively online through the website, whilst other Services may be offline. Both these are considered Services and bound by the Terms of Use specified on the Website.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis.

Some Services may have limited quantities, and we reserve the right to limit the quantities of any Services that we offer.

All descriptions of Services including pricing are subject to change at any time without notice, at the sole discretion of us.

We reserve the right to discontinue any Services at any time. Any offer for any Service made on this site is void where prohibited.

We do not warrant that the quality of any Services or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

We have made every effort to display as accurately as possible the images, materials, information and descriptions of our products that appear on the Website. We cannot however guarantee that the images, materials, information and/or descriptions will be all encompassing.

## SECTION 5: ACCURACY OF BILLING

We reserve the right to refuse, limit or prohibit any order you place with us.

We may, in our sole discretion, limit or cancel quantities and/or Services purchased per person, per household or per order.

These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address and/or phone number provided at the time the order was made.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store.

You agree to promptly update your account and other information, including your email address, phone number, and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## SECTION 6: ACCOUNT SECURITY

As per our Privacy Policy, we commit to keep your personal information confidential.

To access the Website or some of the Services or content it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete.

You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

In the event that we have features and tools available on our Website you may have the option to share and/or display your public profile information to other registered members, at your discretion.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information.

You agree to notify us immediately of any unauthorised access to or use of your username or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that



others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Certain information you submit on your public profile or available to the public on the World Wide Web, such as, but not limited to, names, company, position, interests, skills, bio, website address, social media links, reviews, and/or answers to public surveys is not considered personal information, and we reserve the right to display that information on your public profile, if applicable.

## SECTION 7: THIRD PARTY WEBSITE AND SERVICES

The Website may contain links to other Websites (“Linked Websites”) to certain content, products, platforms, documents, and services available via our Website which may include materials, information, documents, resources, and links.

The Linked Websites are not under the control of our business, and we are not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website.

We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Website/s or any association with its operators.

We are not responsible for examining and/or evaluating the content or accuracy of any Linked Websites and we do not warrant and will not have any liability or responsibility for any third-party products, services, materials, resources, links, or websites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party directly.

Certain services made available via the Website are delivered by third-party Websites and organisations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality on behalf of the Website's users and customers.

## SECTION 8: USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example, but not limited to, contest entries, reviews and survey responses) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium, any comments that you forward to us.

We are and shall be under no obligation to:

- maintain any comments in confidence, or
- pay compensation for any comments, or
- to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.

You further agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service, the Website, or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us, our customers and/or visitors, or third-parties as to the origin of any comments.

You are solely responsible for any comments you make and their accuracy.

We take no responsibility and assume no liability for any comments posted by you or any other party.

## SECTION 9: INTELLECTUAL PROPERTY RIGHTS

Other than the content you own, under these terms, The Inky Notebook and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website unless otherwise stated.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available

for download and/or made available to you from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to us that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms.

You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of The Inky Notebook or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

Our content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make any unauthorised use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content.

You will use protected content solely for your individual use, and will make no other use of the content without the express written permission from us and the copyright owner.

You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Inky Notebook or our licensors except as expressly authorised by these Terms of Use.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission from us. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## SECTION 10: CONSENT

When you register on our Website, or complete any form submission, you consent to sharing your personal information with us.

Your personal information will be held confidential as per our Privacy Policy.

You further consent to be automatically subscribed to any of our marketing and Services updates, information, notifications and/or communications, including but not limited to account specific updates, information, notifications and/or communications. You will have the option to unsubscribe at any time via a link on the relevant email.

Visiting the Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you

electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to us. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship.

As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

You have the option to share your information, or display certain information, to other members when using certain features, tool or 3rd party tools on our Website.

## SECTION 11: COMMUNICATION SERVICES

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

Always use caution when giving out any personally identifying information about yourself in any Communication Service.

We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services

and any actions resulting from your participation in any Communication Service.

Managers and hosts are not authorised Company spokespersons, and their views do not necessarily reflect those of The Inky Notebook.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

## SECTION 12: CONTENT

In these Terms of Use, “Your Content” shall mean any audio, video, text, comments, reviews, documents, images, or other material or information you choose to display or submit on this Website.

Your Content must be your own and must not be invading any third-party’s rights.

We do not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively “Submissions”).

However, by posting, uploading, inputting, providing, or submitting your Submission you are granting us, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: use, copy, distribute, transmit, adapt, publicly display, publicly perform, distribute, translate, reproduce, edit, translate, and reformat your Submission, and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. We are under no obligation to

post or use any Submission you may provide and may remove any Submission at any time in the our sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions without invading any third-party's rights.

## SECTION 13: FREE CONTENT

We provide various resources on this Website, which users may access by providing an e-mail address or other personal information.

We grant you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the "Freemium Content") for your own personal or internal business use.

Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent from us.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

## SECTION 14: YOUR PRIVACY



Your privacy is very important to us and your personal information is protected to the best of our ability as outlined in our Privacy Policy.

Your use of this Website is also subject to our Privacy Policy, and your agreement to the Privacy Policy is hereby incorporated into these Terms and Conditions.

## SECTION 15: DISCLAIMER

Your use of the our Website is also subject to the our Disclaimer.

Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website.

Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

## SECTION 16: EDUCATIONAL AND INFORMATIONAL PURPOSES

As set forth more fully in the Disclaimer, the information contained on this Website and the resources available for download through this Website are for educational and informational purposes only.

The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

## SECTION 17: RECORDINGS AND AUDIT TRAILS

You understand and acknowledge that in terms of the regulation of interception of communication and provision of communication related information acts, we are entitled to and do hereby reserve the right to intercept, monitor, read, filter, block or take action in

respect of any communication made, transferred, or stored belonging to us or relating to any Services between you, us and any of our staff (whether permanently employed, contract, outsourced or temporary).

You understand that any agreement made or entered into by email, message and/or by electronic signature between you and us will be deemed legally binding.

You understand that any calls, support tickers, video conferences, events, meetings, emails or messages between the yourself and us may be recorded for reference, training and/or marketing purposes and may also be used should any dispute arise.

You understand that we reserve the right, at our discretion, to record and/or store any/all calls, messages, emails, documents, conferences, webinars, events, actions, and/or meetings with any person we engage with directly, whether browsers, guests, vendors, customers, affiliates, merchants, partners and/or contributors, or prospective customers, and whether online or offline.

By accessing our Website and/or purchasing any of our Services and/or engaging with any of our staff, you consent to us recording and saving any/all calls, messages, emails, conferences, webinar, events, and/or meetings in which you (or someone you have allocated or delegated to) participate, and/or directly relating to any Services you may have accessed, purchased or expressed interest in.

These recordings and/or documentation are confidential and will not be shared with anyone, including yourself, with the exception of being used by us for reference and/or documentation of engagement and/or dispute resolution and/or any legal processes at our discretion.

These recordings and/or documentation are owned by us, with all rights to such, and you agree to have no claim to such recordings

and/or documentation and agree that any calls, messages, emails, documents, conferences, events, actions and/or meetings may be recorded.

We also reserve the right to, at our discretion, to record and/or store any/all actions taken, online or offline, whether browsers, vendors, customers, affiliates, merchants, partners and/or contributors, or prospective customers for audit trail purposes.

## SECTION 18: ERRORS, INACCURACIES, OMISSIONS AND PERSONAL RESPONSIBILITY

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information.

Neither The Inky Notebook nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions.

You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website.

You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

Furthermore, occasionally there may be information on our Website or in our Services that contains typographical errors, inaccuracies or omissions that may relate to our Services' content, pricing, promotions, offers, materials, dates and times and availability.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in our Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in our Services or on any related website, including without limitation, pricing information, except as required by law.

The information, software, products, and Services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

We and/or our suppliers/partners may make improvements and/or changes in the Website at any time.

## SECTION 19: WARRANTIES AND GUARANTEES

Any warranty or guarantee associated with our products will be specified on the relevant product page.

By default, unless otherwise specified, we offer a 30 day warranty in accordance to the terms and conditions specified in our Refunds & Returns Policy.

We express no representations or warranties, of any kind related to this Website or the Services or content contained on this Website or the performance or operation of the Website.

We further makes no representations or warranties of any kind, express or implied, as to the Services included on or through this Website, unless directly specified.

We do not guarantee, represent, or warrant that your use of our Website and Services will be uninterrupted, timely, accurate, 100% secure or error-free.

You agree that from time to time we may remove Services, including features, tools, content and other information from our Website for indefinite periods of time or cancel any Services at any time, without notice to you.

You expressly agree that your use of, or inability to use, our Website or Services is at your sole risk.

All Services delivered to you through the Service are (except as expressly stated by us in writing) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind (to the fullest extent permissible by law), either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

As set forth more fully in the Disclaimer, you agree that we have not made any guarantees or warranties about the results of using our Services, whether recommended on this Website or as part of a Service, or not.

## SECTION 20: LIMITATION OF LIABILITY

You agree to absolve and not hold liable The Inky Notebook, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, loss of use,

replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of, or inability to use, or performance of our Services or Website, or for any other claim related in any way to your use of any of our Services or Website, the provision of failure to provide our Services, including, but not limited to, any errors or omissions in any content, products, resources, or any loss or damage of any kind incurred as a result of the use of our Services or Website, whether posted, transmitted, or otherwise made available via our Services and/or Website, even if advised of their possibility.

The Inky Notebook and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, Services and related graphics contained on the Website or made available to you via other means for any purpose.

To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind.

The Inky Notebook and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Because some countries and states do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

If you are dissatisfied with any portion of the Website or Services, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Website and Services.

## SECTION 21: INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Inky Notebook and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of or inability to use the Website or Services, any user postings made by you, your violation of any Terms of Use (or related policies) or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

We reserve the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences.

## SECTION 22: RETURN AND REFUND POLICIES

Our Returns and Refunds Policy is available on our website, and by accepting these terms you accept the terms of that policy.

## SECTION 23: DISPUTE RESOLUTION

We are committed to resolving any concerns, disagreements, and/or disputes in accordance to our policies.

In the event of a concern, disagreement and/or dispute you agree to the following process being followed:

- Details of your concern, disagreement or dispute must be sent in writing to [home@theinkynotebook.co.za](mailto:home@theinkynotebook.co.za).
- Both parties commit to resolving any dispute arising within 7 (seven) days of logging such dispute in writing to the email address specified above.
- In the event that neither party comes to an agreement, the aggrieved party may at their discretion refer the matter for

arbitration, with an arbitrator assigned by The Inky Notebook in Mossel Bay, South Africa.

The decision of the arbitrator is binding on both parties, and both parties hereby agree to accept the final decision of the arbitrator forthwith and that no further claims may be made by either party.

Both parties further agree to the following:

- To not share details, whether in public or private, and whether in writing or word of mouth, regarding the concern, disagreement or dispute that could in any way harm the reputation of the other party.
- To not implement any forced debits/credits, refunds and/or listing with any banks or payment gateways prior to conclusion of arbitration.
- To not provide any negative references and/or reviews of either party on any forum, platforms or organisation, whether in writing or word of mouth.
- Any active debit orders for any Services purchased from The Inky Notebook will continue, unimpeded, until conclusion of the arbitration, and no stop orders/debits may be put on the account.
- Both parties will be liable to honour the decision of the arbitrator as per the terms stated by the arbitrator within the timelines provided, without exception.

In the event that either party is in breach of these terms, the aggrieved party may seek monetary relief from the other party to the fullest extent as permitted by law.

## SECTION 24: ARBITRATION

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website and/or Services, The Inky Notebook, any and all contracts you enter into with us, and any and all of our products and Services.



To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Mossel Bay, South Africa.

You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company.

To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

Both parties agree that the decision of the arbitrator at the end of arbitration is final and binding, and not further legal recourse may be sought.

In the event which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

## SECTION 25: INTERNATIONAL USERS

Our Website and Services are controlled, operated and administered by The Inky Notebook based in South Africa.

If you access the Service from a location outside the Republic of South Africa, you are responsible for compliance with all local laws.

You agree that you will not use our content or Services accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## SECTION 26: SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable sentence or paragraph shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 27: ENFORCEMENT OF THESE TERMS

If for some reason you believe that anyone is not adhering to the principals we have outlined in these Terms of Use, please notify us and we will do our best to promptly address any issues.

## SECTION 28: TERMINATION AND ACCESS RESTRICTIONS

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

We reserve the right, in its sole discretion, to terminate your access to the Website and the related Services or any portion thereof at any time, without notice.

To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Dispute Resolution and Arbitration clauses above.

Use of the Website is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

If in our sole judgment you fail, or we suspect that you have failed to comply with any term or provision of these Terms of Use (or related policies and agreements), we may terminate your access to our Website and/or Services, in part or in full, at any time without

notice and you will remain liable for all amounts due up to and including the date of termination.

## SECTION 29: TERMINATION OF ANY AGREEMENTS

In addition to any termination clauses specified in this or our other agreements, the following clauses will result in the immediate termination of any and all agreements.

- In the event that one of the parties is declared insolvent or bankrupt all current agreements will be declared terminated with immediate effect unless where personal surety has been provided by the party declaring insolvency or bankruptcy.
- In the unfortunate event of death, incapacity or resignation of either individual representing the authorised signatory and/or agreement between both parties, except where handover has been or can be done.
- In the event that either party has committed a legal felony and in breach of the laws within the country/ies of operation.

In the event of whatever form of termination as specified in this section, we both agree to continue our cooperation in order to affect an orderly termination of our relationship and you understand that you shall have no further rights or access to any Service/s that you may have purchased and paid for.

In the event of any of the above circumstances, any money you have paid for Services will not be refunded, whether or not the Services have been rendered in full or not. Any money still owing to The Inky Notebook will become due in full upon termination of this and any of our other agreements and payable within 5 (five) business days.

## SECTION 30: ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this Website or referenced in these Terms of Use, or in respect to the Services we provide constitutes the entire agreement and understanding between you and us and govern your use of the Website and Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

It is the express wish to the parties that this agreement and all related documents be written in English.

## SECTION 31: GOVERNING LAW AND JURISDICTION

These Terms of Use, related and/or referenced policies, and any separate agreements will be governed by and interpreted in accordance with the laws of The Republic of South Africa, and you submit to the non-exclusive jurisdiction of the courts located in Mossel Bay, South Africa for the resolution of any disputes.

## SECTION 32: VARIATION OR CHANGE OF TERMS

You can review the most current version of the Terms of Use at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use, or related policies, from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of or access to our Website, Services or the Service following the posting of any revised Terms of Use constitutes acceptance of those changes.

It is your responsibility to check this page from time to time so you are aware of any changes, as they are binding on you.

### SECTION 33: FORCE MAJEURE

We shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term specified in these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of The Inky Notebook including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### SECTION 34: ASSIGNMENT

You are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms of Use or any related or reference policies.

### SECTION 35: TITLES AND SUBTITLES

The titles and sub-titles used in our policies are used for convenience only and are not considered in construing or interpreting this policy.

### SECTION 36: CONTACT US

For more information about our Terms of Use, or if you have questions, or if you have any concerns, please contact us by e-mail at [home@theinkynotebook.co.za](mailto:home@theinkynotebook.co.za).

## SECTION 37: REFERENCES AND RELATED POLICIES

These additional policies and terms and conditions are directly linked and associated with the Terms of Use, and include:

- [Privacy Policy](#)
- [Refunds & Returns Policy](#)

Any additional terms and conditions and/or agreements and/or modifications of existing terms in policies communicated with you in writing electronically will also form part of these Terms of Use.