**Please ensure you understand and accept these terms and conditions prior to registration.**

**THE PARTIES to this Agreement are:**

The Company - meaning Crystal Ripple (PTY) Ltd,

**Interpretations:**

a) Merchant - a registered business or individual providing a legal product or

service and being a voluntary affiliate Merchant,

b) Individual - any person over the age of 18, who by law, is fit to buy and sell

and / or do business in their own capacity.

c) Affiliate - A collective term for a voluntary, independent member / merchant / institution as above.

d) Profile - Information as submitted by the Merchant at time of registration and / or as updated thereafter.

**1) As Affiliate (Member, Merchant, Institution) you agree:**

1.1 There is no contract of employment, joint venture, or representation

between you and the Company and that Company name, Trademarks, Logos, Mottos, Emblems, Intellectual property, descriptive words or phrases vest exclusively in the Company.

 1.2 To indemnify the Company, the Directors, staff and shareholders against any

Liabilities or losses arising from:

1.2.1 Damage or loss in the event of a network breakdown, system failure, equipment malfunction, destruction of, or damage, or caused by power failures, or similar occurrences, or loss, or damage caused by events beyond the Company’s control, or any other reason arising from this Agreement.

1.3 The Company may in its sole discretion, accept or reject any application to become, or any promotion by a Merchant.

 1.4 To continually familiarize yourself with these Terms and Conditions that can change at any time and to discontinue the use of the Crystal Ripple services, if you find any changes or modifications unacceptable.

1.5 You expressly agree to use the official facilities on the **[www.crystalripple.co.za](http://www.crystalripple.co.za/)** site to voice any unhappiness, and to refrain from any negative, defamatory, libellous, obscene, harmful, pornographic, abusive, harass, threaten, impersonate, intimidate, profane or offensive comments or remarks or that infringes any copyright or other right of any person on any social and / or public media network or facility. Affiliations of transgressors will be terminated.

**2)    As Merchant you specifically agree:**

2.1 You have the right, authority and capacity to enter into this Agreement and to enter into and abide by all of the terms and conditions of this Agreement.

2.2 Your business is a registered entity, with a safely accessible physical Trade Address and complies with all applicable legislation and regulation of the country and region of operation.

 2.3 That all information and content are the sole responsibility of the Merchant from whom such content originated.

 2.4 Warrants that the goods or services will be supplied at the listed price, as quoted in the currency of the country of trade without additional charges or elements of credit whatsoever, including taxes, but excluding delivery charges as and if indicated.

 2.5 You or a third party licensor as appropriate, retain all patent, trademark and copyright to any Content you submit and are responsible for protecting those rights as appropriate.

 2.6 Not to link multiple stores / outlets unless they all participate in / support exactly the same promotions.

 2.7 Not to delegate, assign, copy or transfer any of your obligations or under any circumstances, name the Company as a third party in any Agreement or refer any complaints or claims arising from the use of the Crystal Ripple facility, to the Company.

 2.8 To inform the Company within 72 hours, of any material change in the nature of your business, ownership, responsible person and beneficiaries as indicated at the time of registration.

 2.9 You expressly agree to indicate applicable legislative and regulatory age restrictions for example, where liquor is served, in your Company Profile so as to prohibit access thereto by under - aged Members. Negligence in this regard will not be tolerated.

**3)    Strictly prohibited content:**

3.1 Fictitious, misleading, offensive, libellous, obscene, profane, immoral, indecent, obscene, sexually explicit, pornographic, political, discriminatory, harmful, hateful, unlawful, defamatory or abusive promotions, events or advertising.

 3.2 Any content which violates any right of any third party that you do not have a right to transmit under any law or contractual or fiduciary relationships.

 3.3 Any destructive or disruptive content such as viruses, corrupted files, hidden files, spam or any content aimed to interrupt, destroy or limit the functionality of the Crystal Ripple facility and or create or transmit to any person or any URL.

**4) Transactions will be invalid if:**

4.1 Goods or services are not delivered or supplied within the agreed period, without any warranties or without any refund and delivery policy.

4.2 Shipped goods paid for by a Member, were received broken or otherwise not suitable for the purpose for which they were bought and the Affiliate tendered return thereof.

 4.3 The Company may in its sole discretion, elect to treat any of the above mentioned transactions as valid, but without prejudice to the merchant’s right in any subsequent transaction, to treat any defect of a similar kind as invalid.

 4.4 In the event of an invalid transaction the Company shall have the right to charge back the said transaction to the Merchant, inclusive of all additional costs incurred.

**5) Suspension and Termination:**

5.1 The Company may terminate this affiliation immediately without liability, if the Affiliate breaches or breaks any of the terms herein or conducts in a manner which in the Company’s sole opinion cannot further sustain the affiliation.

 5.2 Fraud is perpetrated by the Merchant or its employees.

5.3 Bankruptcy, insolvency, re - organization or other proceedings analogous in nature.

5.4 Liquidation, administration or in the process thereof, whether voluntarily or involuntarily.

5.5 Infringements on the intellectual property rights of the Company.

5.6 Discontinuation or replacement of related products or services by the Merchant.

5.7 Inferior or no service and / or product.

**6) Consequences of suspension or termination:**

6.1 Once terminated you will only be eligible for re - invitation after 6 (six) months from the effective date of termination and after providing, where required, such information or documentation as the Company may require in advance.

**7) Registration Back Guarantee:**

There is a 30 (thirty) day money back guarantee, commencing on the day of registration. If a merchant / individual decide to discontinue their monthly subscription / membership, they have to inform the company in writing via email of their decision within 30 (thirty) days from registering, to get their full one month subscription paid back to them. The subscription fees will be paid back to them within 30 (thirty) working days.

**8) Communication:**

8.1 Sent data messages shall be deemed to be received by the Merchant.

8.2 Neither Party shall, during the continuance of this Agreement and for a period of 12 (twelve) months immediately following the date of termination of this Agreement, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party’s employees.

8.3 The Company reserves the right to intercept, filter, copy, read, use, retain or

monitor all communications directed at any of the Company’s employees,

directors, agents or representatives.

**9)    Force Majeure:**

9.1 For the purposes of this Agreement, “Force Majeure Event” means any event,

circumstance, or combination, beyond the reasonable control of any Party

that may adversely affect the performance by that Party regarding its

obligation under or pursuant to this Agreement, provided that it could not

have been prevented, in which case the affected Party shall notify the other

Party within 48 (Forty-eight) hours and in reasonable detail to the extent that it

can be reasonably determined at the time of the notice, a preliminary

evaluation of the obligations affected and a preliminary estimate of the period

of time that the affected Party will be unable to perform the obligations.

9.2 The affected Party shall take steps at its own cost to restore its ability to

perform its obligations under this Agreement.

9.3 Force Majeure events or circumstances on the part of the Company include,

without limitation the inability to perform under this Agreement due to lack of

internet access, lack of electricity or access to telephonic communications.

**10) Privacy:**

10.1 unless ordered by Court, the company will not reveal, or sell any affiliate’s

information to any third party.

10.2 Notwithstanding the above, the Company may disclose information to VISA

International Service Association, MasterCard International Incorporated and

other financial institutions for use in any fraud prevention schemes.

**11) Service and Support:**

11.1 as a Merchant you are entitled to the Company’s timely and professional

response during office hours (10:00am – 15:00pm) on business days Monday to Friday, excluding public holidays and office closure.

 11.2 All updates, enhancements and extended services without any increase in

Merchant fees, unless indicated as provided by a third party at an additional

cost, in which case such services will be available on a voluntary basis.

**12) General:**

 12.1 All the provisions of this agreement shall be severable and no provision

shall be affected by the invalidity of any other provision of this agreement.

12.2 Any addition to or variation of these Terms and Conditions shall be of force

or effect, and shall not be construed as any form of waiver.

12.3 This Agreement shall be governed and construed in accordance with the

Laws of the country of operation, and the Parties hereby submit to the

exclusive jurisdiction of the applicable courts.

12.4 The rule of interpretation that a written agreement shall be interpreted against

the party responsible for the drafting or the preparation of the agreement shall

not apply.

 12.5 This agreement shall commence as from the date of registration by the

Affiliate and endure for the duration of usage by the Affiliate. This is the first

sentence of the page and usually captures the essence of this page.

**13) Cancellation:**

13.1 The Merchant / individual must cancel the affiliation in writing or per email.

The affiliation may be cancelled at any time and if it is within 30 (thirty) days

from registering, a full refund for one month subscription fee is payable to the

Merchant / Individual.

13.2 A full refund within 30 (thirty) work days after cancellation received, provided that the membership is cancelled within the first 30 (thirty) days after registration by the Merchant / individual.

13.3 Once you have cancelled your subscription, the members in your network remain in the system, but you will no longer receive any commission from the network.

13.4 The monthly subscription is payable every month. If it is not paid in a specific month, no commission owed to you will be paid into your account until the fee has been paid. Once we receive your delayed payment, any commission payable to you by the company will be paid to you within 5 (five) working days.

13.5 If, for any reason and without you informing us, you skipped 2 consecutive payments, the Company will assume that you cancelled your affiliation and you will lose any commission due to you. You will have to wait 6 (six) months if you want to join the system again, starting new.

**14) Password, User Name and Security:**  14.1 Upon registration as a member, you will select a password and user name

that you can use to access your member account and profile and to log in

your advertising placement page on the Company’s site.

14.2 You are responsible for maintaining the confidentiality of your password and user name and are responsible for all activities that occur under them. The company will take no responsibility for any actions taken under your username and password. No abusive, copy right or foul usernames will be allowed.

14.3 You agree to notify the Company immediately of any unauthorized use of your username and password or any other breach of security you become aware of.

**15) Your warranties:**

15.1 You warrant that:

15.1.1 You are over 18 years of age

15.1.2 All information and details provided by you to the Company, (including on registration as a member) are true, accurate and up to date in all respects and at all times.

15.2 You agree to indemnify and hold the company harmless from any claims for damages (including any legal fees in relation to same) made by a third party in respect of any matter in relation to or arising from your use and membership arising from any breach or suspected breach of these membership terms and conditions by you or your violation of any law or the rights of any third party.

**16) Limitations of liability:**

16.1 Whilst we will use all reasonable endeavours to correct any errors or omission as soon as practicable once they have been brought to our attention, the company do not warrant that the site will be uninterrupted and in fully operating condition nor that the information on and provided via the site will be free from errors or omissions.

16.2 Access to this site and the contents may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond our control.

16.3 Save that nothing in this paragraph 16 (sixteen) shall restrict your statutory rights (including your right to receive a reasonable standard of service), all content and services on this site are provided on an ‘as is’ and ‘as available’ basis. We do not make any representation or give any warranty in respect of the site or its content, including, without limitation information provided by or regarding other advertisers.

**Any decision made or action taken by you on the basis of information provided on or via the site is at your sole discretion and risk.**

16.4 due to the fact that many technical aspects of the site and the content provided herein is supplied by or otherwise dependant on third parties, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, or freedom from viruses, or other harmful programs of the content contained in or accessed through this site.

16.5 We will not be liable for any damages, including indirect or consequential losses and whether in contract, (including negligence) or otherwise, arising in connection with any use by you or other members of the site that is in contravention of these membership terms and conditions or is not directly attributable to our negligence. Where we are liable for direct loss this will be limited to a maximum of the total amount of member subscription paid to us by you in the six months prior to the claim.

All Trademarks, Logos, content and other visual media created by the

Company Crystal Ripple is the property of Crystal Ripple and is protected

by copyright laws.

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