

# MORE Collection Website

## TERMS OF USE



### FOR PURPOSES OF THIS MANUAL:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 For purposes of these Terms of Use:

- (a) **"Website"** means the website accessible at <https://www.more.co.za/> , including all associated pages, sub-domains and any element or content forming part thereof.
- (b) **"Website Owner"** means **MORE COLLECTION 1933 (PTY) LTD** (hereinafter the **"MORE GROUP"**), a private company incorporated in accordance with the laws of South Africa under registration number **2012/047250/07**, together with any affiliated entities within the **MORE GROUP**, where the context allows.
- (c) **"User"** means any natural or juristic person who visits, accesses or makes use of the Website.
- (d) Unless the context indicates otherwise, words importing the singular include the plural and vice versa.
- (e) Any reference to legislation includes all amendments and re-enactments thereof.
- (f) Hyperlinks contained in these Terms of Use shall be deemed to form part of these Terms in accordance with section 11(3) of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act"), even if such hyperlinks are non-functional.

1.2 By accessing or using this Website, the User is deemed to have read, understood, and accepted these Terms of Use.

## 2. MANDATORY DISCLOSURES IN TERMS OF SECTION 43 OF THE ECT ACT

The Website Owner makes the following disclosures, as required by the ECT Act:

- **Full Legal Name:**  
**MORE COLLECTION 1933 (PTY) LTD**
- **Registration Number:**  
**2012/047250/07**
- **Registered Address (Domicilium):**  
**15 3rd Ave, Parktown North, Johannesburg, 2193**
- **Postal Address:**  
**15 3rd Ave, Parktown North, Johannesburg, 2193**
- **Telephone Number:**  
**+27 (0)11 880 9992**
- **Email Address:**  
**privacy@more.co.za**
- **VAT Registration Number:**  
**4090248792**
- **Directors:**  
**Available On Request**
- **Services Provided via the Website:**  
The Website enables Users to access or facilitates / enables the following services:
  - Travel enquiries
  - Lodge Information (Lodges within the MORE GROUP)
  - Applicable Rates
  - Contact Information
  - Travel advice
  - Safari Planning
  - Any other information, materials, offerings or services the Website Owner makes available from time to time.

## 2.1 Alternative Dispute Resolution

### Subject to urgent relief, any dispute relating to:

- (a) access to, or inability to access, the Website;
- (b) the content or services available through the Website; or
- (c) these Terms of Use, shall be referred to arbitration in terms of the rules of the Arbitration Foundation of Southern Africa ("AFSA"). Arbitration shall be conducted in Johannesburg, South Africa, in English, and the ruling shall be final and binding. The costs of the successful party shall be borne by the unsuccessful party on an attorney-and-client scale.

## 3. LICENSING AND PERMITTED USE

3.1 The Website Owner grants Users a limited, non-exclusive, non-transferable licence to access, view and download content from the Website strictly for private, personal, educational or non-commercial purposes.

3.2 Content may not be reproduced, republished, distributed or used for any commercial purpose without the Website Owner's prior written consent.

### 3.3 Users may not use the Website for:

- (a) unlawful, harmful or malicious purposes;
- (b) publishing or transmitting offensive, defamatory, infringing or otherwise objectionable content;
- (c) generating unsolicited communications; or
- (d) any purpose prohibited by applicable law or these Terms.

3.4 No framing, automated data scraping, crawling, or indexing of the Website is permitted without prior written consent.

3.5 Deep-linking to any page beyond the home page is permitted only at the User's own risk. The User indemnifies the Website Owner for any harm arising from accessing content via deep-links.

3.6 All licences granted in terms of this clause may be terminated by the Website Owner at any time without notice.

## 4. INTELLECTUAL PROPERTY

4.1 All intellectual property on the Website—including text, graphics, logos, photographs, videos, software, source code, trade marks, service marks, designs and databases—is owned by or licensed to the Website Owner.

4.2 No User acquires any right, title or interest in such intellectual property.

4.3 The use of any trade mark, logo or branding displayed on the Website, without the Website Owner's written approval, is strictly prohibited.

## 5. USER RESPONSIBILITIES

5.1 Users are responsible for ensuring they have the hardware, software and internet connectivity required to access the Website.

5.2 Users must not introduce any malicious code, virus or harmful program into the Website or its infrastructure.

5.3 Any User who breaches this clause indemnifies the Website Owner against any loss or damage suffered as a result.

## 6. AMENDMENT OF TERMS

### The Website Owner reserves the right, in its sole discretion and without prior notice, to:

- (a) amend these Terms of Use;
- (b) modify or discontinue any aspect of the Website;
- (c) alter the software or access requirements; or
- (d) update or replace Website content.

Continued use of the Website constitutes acceptance of the amended Terms.

## 7. PRIVACY

7.1 The Website Owner will take reasonable steps to protect Users' personal information in compliance with the Protection of Personal Information Act 4 of 2013 ("POPIA").

### 7.2 Personal information collected may include:

- name and surname;
- contact details;
- browsing behaviour;
- email address;
- IP address; and
- login details, if applicable.

### 7.3 Personal information may be used for:

- (a) responding to User enquiries;
- (b) granting access to restricted areas;
- (c) analytical and statistical purposes.

### 7.4 Personal information will not be sold, shared or disclosed except:

- (a) where the User has consented;
- (b) where required by law; or
- (c) to trusted service providers under contract.

7.5 Cookies may be used to enhance the User's Website experience. Users may disable cookies in their browser settings.

## 8. THIRD-PARTY LINKS

The Website may contain links to third-party websites. Such links are provided for convenience only. The Website Owner does not control or endorse third-party content and shall not be liable for any loss arising from access to or use of such sites.

## 9. SECURITY

9.1 While reasonable precautions are taken, the Website Owner does not guarantee the absolute security of the Website or any transmissions made through it.

9.2 Users may not circumvent, disable or tamper with Website security features.

9.3 Any breach may result in civil or criminal liability.

## 10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 The Website is provided "as is" and "as available". The Website Owner makes no warranties regarding accuracy, completeness or uninterrupted availability.

### 10.2 To the fullest extent permitted by law, the Website Owner shall not be liable for any loss, damage or liability arising from:

- (a) access to or inability to access the Website;
- (b) use of Website content;
- (c) reliance on information published on the Website; or
- (d) any cause beyond the Website Owner's reasonable control.

10.3 Users must obtain appropriate professional advice before relying on any information on the Website.

## 11. REMOVAL OF CONTENT

Users may notify the Website Owner of any unlawful, harmful, defamatory or infringing content. If reasonable grounds exist, the Website Owner will investigate and may remove or correct the content.

## 12. INTERCEPTION OF COMMUNICATIONS

Users consent to the Website Owner's right (to the extent permitted by the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002) to monitor, intercept or access communications transmitted through the Website for operational, security or legal purposes.

### **13. GOVERNING LAW AND JURISDICTION**

These Terms are governed by the laws of the Republic of South Africa. Subject to the arbitration clause above, the South African courts have jurisdiction over any dispute arising from these Terms.

### **14. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between the User and the Website Owner regarding the use of the Website and supersede any prior understandings or representations. If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **15. LEGAL COSTS**

The Website Owner shall not be liable for any legal or professional costs incurred by a User relating to these Terms.