

LIMITATION OF LIABILITY AND DISCLAIMERS

IMPORTANT: Please take careful note of the provisions below, which make up an essential element of the Terms and Conditions of the School-Days™ Product and which must be agreed to before using it. The following points should also be noted:

- Nothing herein contained shall limit or exempt a supplier of goods or services from liability for any loss directly or indirectly attributable to the gross negligence of the supplier or any person acting for or controlled by the supplier, as envisaged in Section 51(1)(c)(i) of the Consumer Protection Act.
- Nothing herein contained shall limit or exempt a producer, importer, distributor or retailer from liability for harm or damage caused by goods, as envisaged in Section 61 of the Consumer Protection Act.
- Nothing herein contained shall limit or exempt a producer, importer, distributor or retailer from the implied warranty concerning safe, good quality goods as envisaged in Section 56 of the Consumer Protection Act.
- Nothing herein contained shall limit or exempt a service provider from the implied warranty on repaired goods, as envisaged in Section 57 of the Consumer Protection Act.
- The provisions of the Consumer Protection Act will take precedence over any conflict with the School-Days™ Product Terms and Conditions.
- We want to ensure full compliance with the Consumer Protection Act. If you have any complaints in this regard, please contact us on 086 999 0105 so that we can respond appropriately.

GENERAL

TrustEd will not be liable for any loss or damage which you may suffer in any way at all, however it may arise at all, which results from:

- phishing, fraud, a loss, theft or compromise of any of your passwords, cards or codes;
- any mistakes made by you in giving us any instructions, including (but not only) any incorrect information given to TrustEd by you;
- any incorrect allocation of Edu-points due to entering incorrect information;
- any interruption, malfunction, downtime or other failure of the TrustEd's Website or any third party system or part of it for any reason;
- any transaction rejected at the Partners' points of sale;
- anything at all to do with your dealings and transactions with any third parties found or mentioned on the TrustEd website as these are strictly between you and such third parties;
- any loss or damage of your personal information or other data that occurs, directly or indirectly as a result of interception, systems malfunction, data theft, third party systems, unlawful access to or theft of data;
- computer viruses, programming defects or destructive code on our system or third party systems;
- any event (also known as events of force majeure) which are beyond our control;
- TrustEd being unable to register you as set out in its registration documents. It is your responsibility to contact TrustEd if you have not received notice of being registered

within 30 days of submitting your registration documents as provided for in the Terms and Conditions.

LIMITATION OF LIABILITY

Under no circumstances shall either party be liable for any indirect or consequential damages, or amounts for loss of income, profits, or savings arising out of or relating to its performance or failure to perform under this Agreement.

In any event, any liability of TrustEd to you that may arise from any cause, in contract or in delict, resulting from your use of the School-Days™ Product or the TrustEd website, will never be more than any monetary equivalent of the number of Edu-points in your School-Days™ account.

DISPUTE REGARDING EARNING EDU-POINTS FROM MARKET PARTNERS

TrustEd only runs the Market Tool in conjunction with the Market Partners, so you agree that you will not hold it liable in any way for any dispute that you may have with a Market Partner as to any earning or allocation of Edu-points from that Market Partner. Any such dispute must be taken up directly with the Market Partner without involving TrustEd in any way.

TrustEd will in no way be responsible or liable for anything said to you, correct or otherwise, by the Market Partner or for any actions or omissions by the Market Partner.

TAX IMPLICATIONS

Nothing in these terms and conditions or on the School-Days™ website is meant to constitute tax advice. You should consult an independent professional about any tax implications of making use of the School-Days™ Product.

You alone will be responsible for any tax implications arising out of your use of the School-Days™ Product and anything associated with it. You hereby waive any claim that you may have against TrustEd in this regard and agree to hold it completely harmless against any claims made against it arising from any taxation relating to your use of the School-Days™ Product.