



# TERMS OF USE

This website and our app is operated by, or on behalf of, Sirvis (Pty) Ltd of Sandton, South Africa (the "Website" or "site"). By using our website or app, you agree to comply with and be bound by the following terms and conditions (the "Terms of Use") together with our privacy policy and any other documents referred to therein. If you do not agree to these Terms of Use, you must not use this site or call centre.

We reserve the right to amend these Terms of Use from time to time. Your continued use of this Website after posting will constitute your acceptance of, and agreement to, any changes. Specific services that we offer, or make available to you, may also be governed by additional or alternative terms and conditions with us, or other third parties.

## Submissions to our Websites

You must be 18 years old or over to submit your details on this Website or on our app, and warrant that the details you provide are true, accurate, complete and current. You agree that any person who has access to your email address or phone is authorised to act as your agent for the purpose of transacting for any services via this Website, and you will be responsible for any and all activity conducted using your email address. If you believe someone has, without authorisation, submitted your details to this Website or that your email address has been compromised, please contact us immediately. When you submit your details to our Website, you opt-in to receive marketing emails and calls from us, our group companies or third parties.

## Liability, Advertisements and Content

Sirvis endeavours to ensure that the content on this website is accurate and up-to-date, however, no representation or warranty, express or implied, is made to its accuracy or completeness. We cannot promise that this website will be uninterrupted or entirely error-free; being provided on an 'as available' basis, Sirvis may send you details via email and by text message (if the mobile field is completed) or an agent may contact you for further details telephonically.

The contents of this website and our app should not be construed as professional advice or recommendation of any product or service offered by the companies providing such products or services. Sirvis aims to provide, as far as is possible, an independent assessment of all products described on this website and our app at all times.

We do not claim that any advice given on this site should be construed as professional, qualified advice; the content on this website and our app should be used for information purposes only and should not be relied upon to make, or refrain from making, any decision; nor to take, or refrain from taking, any action. Any person entering into a contract with any product or service provider described on this website and our app does so at their own risk.

Sirvis is in no way responsible for any information provided on any website or resource accessed through external links from the Sirvis' website and our app. We have no control over these external sites and resources, and in no way recommend, endorse or guarantee the validity of any content, information, advertising products, services or other materials provided on any third party websites or resources.

So far as it is permitted by law, Sirvis including its management and staff, disclaims liability for any loss, wasted expenditure, corruption or destruction of data, howsoever caused, arising directly or indirectly from the use and content of this website and our app or any of the products described on this website and our app.

This website and our app contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

We accept no responsibility and make no representations, guarantees, or warranties that the website and our app will operate continuously, without interruptions or be fault-free. We may need to make the website and our app unavailable with or without notice to carry out maintenance or upgrade work. We accept no liability for any interruption or loss of service.

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by South African law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, this site, the app(s), and/or our services;
- use of or reliance on any content displayed on our site;
- any failure or delay in any component of our site, the provision of any service or the provision by a supplier of its services to any user or third party (including, without limitation, where the user has a delayed or failed switch from its current energy supplier to a supplier and/or the user is unable to obtain the cashback, voucher, reduced price tariff, or other reward or incentive to which he or she may have otherwise been entitled from a supplier were it not for the delay or failure);
- any use or reliance of any information, material, software, products or services obtained through the site, the app(s), or otherwise through using the services we provide (including, without limitation, any information, material, software, or services of any supplier(s); or
- any transaction or agreement between the user and any Supplier, or attempt to enter into an agreement or transaction with any Supplier, in all cases even if we have been forewarned of the possibility of such loss or damage.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a customer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We assume no responsibility for the content of websites linked to on this site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Indemnification

You agree to indemnify, defend and hold us and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of this Website and our app or through your email address or social account or otherwise, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any other person or entity.

## Contact Details

Sirvis (Pty) Ltd  
sorted@getsirvis.com