

Terms and Conditions

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Agreement to our legal terms

We are Zulu Code (Pty) Ltd ('Company', 'we', 'us' or 'our'), a company registered in South Africa at Boksburg, Johannesburg, Gauteng 1459.

We operate the website cutq.co.za (the 'Site'), the mobile application CutQ (the 'App'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

CutQ is a platform that connects customers with beauty, grooming and wellness businesses in South Africa, so that customers can find businesses and book appointments, and businesses can manage their bookings.

You can contact us by email at info@cutq.co.za.

IMPORTANT

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and Zulu Code (Pty) Ltd, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. If you do not agree with all of these Legal Terms, then you are expressly prohibited from using the Services and you must discontinue use immediately.

Our [Privacy Policy](#), [Acceptable Use Policy](#), [Refund Policy](#) and [Cookie Policy](#) form part of these Legal Terms. If you list a business on CutQ, our [Service Provider Agreement](#) also applies to you.

We may change these Legal Terms from time to time. We will tell you about changes by updating the 'Last updated' date of these Legal Terms and, for material changes, by a notice in the App or on the Site. By continuing to use the Services after a change takes effect, you accept the updated Legal Terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. Our services

The businesses listed on CutQ are independent. Each business sets its own services, prices, availability and cancellation policy. When you book, you send a booking request to the business, and the booking is confirmed when the business accepts it. The contract for the service is between you and the business: we are not a party to it, and we do not provide, supervise or guarantee the services the businesses provide.

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. Intellectual property rights

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in South Africa and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the '[Prohibited activities](#)' section below, we grant you a non-exclusive, non-transferable, revocable licence to access the Services solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: info@cutq.co.za. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the '[Prohibited activities](#)' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services let you create, submit, post, display and send content and materials to us or through the Services, including business profiles, service descriptions, photographs, reviews, ratings, review photos, booking notes and messages ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services.

When you post Contributions, you grant us a licence (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image and name) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our '[Prohibited activities](#)' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the '[Copyright infringements](#)' section below.

3. User representations

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are at least 18 years old; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. User registration

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username or business name you select if we determine, in our sole discretion, that it is inappropriate, obscene, misleading, or otherwise objectionable.

5. Purchases and payment

Appointments, deposits and payments. We do not charge you for appointments. You pay the business for the services you book, at the time and in the way the business accepts, and any refund or dispute about a service is between you and the business. A business may require a deposit, or payment of the full price, to secure a booking, and may let you pay the full price when you book or pay your bill in the app after your visit. The amount due, the business's cancellation policy and its late cancellation charge (a percentage of the service price, never more than you have paid) are shown before you book. You may pay through our payment provider, Paystack, in the app or on our website, or directly to the business. A payment made through Paystack is paid to the business's own bank account; we do not hold it and we take no fee on it. For services with a 'from' price or a price range, the business sets the final bill before asking you to pay it in the app. These payments and their refund follow the business's cancellation policy and our [Refund Policy](#), and nothing in them limits your rights under section 17 of the Consumer Protection Act 68 of 2008.

Business subscriptions. Businesses pay us a subscription fee (see '[Subscriptions](#)' below). Subscription payments are processed by our payment provider, Paystack, using the payment methods shown at checkout. All payments shall be in South African rand (ZAR). You agree to provide current, complete, and accurate payment and account information, and to promptly update it, including your email address and payment method, so that we can complete your transactions and contact you as needed. You authorise us, through Paystack, to charge your chosen payment method for the subscription fee. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

6. Subscriptions

Billing and renewal

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle is monthly.

Free trial

We offer a 90-day free trial to new businesses that register with the Services. The account will not be charged during the trial. At the end of the free trial your business will no longer be shown to customers until you subscribe.

Cancellation

You can cancel your subscription at any time from the Subscription screen in the App. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at info@cutq.co.za.

Fee changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

7. Refunds

All subscription payments are final and no refund will be issued, except as set out in our [Refund Policy](#). Deposits and other payments for appointments are refunded as set out in the Refund Policy and the business's cancellation policy.

8. Prohibited activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us, such as offering your business's services to customers.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software or code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.

- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise, other than offering and taking bookings for your own business as the Services intend.
- Sell or otherwise transfer your profile.
- Market or sell any illicit, counterfeit, harmful or illegal goods and services, including but not limited to drugs, firearms and other weapons, sex or nudity.
- Use offensive or derogatory language, hate speech or speech that is racist, violent, misogynistic, or discriminatory based on age, race, sex, gender or social status.
- Use personal information that is not required for carrying out a particular service that is booked or to be booked.

9. User generated contributions

The Services let you create, submit, post, display and send content and materials to us or on the Services, including business profiles, service descriptions, photographs, reviews, ratings, review photos, booking notes and messages (collectively, 'Contributions'). Contributions such as business profiles and reviews may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.

- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child sexual abuse material, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical disability.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. Contribution licence

By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

11. Guidelines for reviews

We provide areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

12. Mobile application licence

Use licence

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms and our [End User Licence Agreement](#). You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services: (1) the licence granted to you for our App is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application licence contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a 'terrorist supporting' country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g. if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Legal Terms against you as a third-party beneficiary thereof.

13. Services management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

14. Privacy policy

We care about data privacy and security. By using the Services, you agree to be bound by our [Privacy Policy](#) posted on the Services, which is incorporated into these Legal Terms. Please be advised that our database, authentication and file storage are hosted by our service provider in the European Union. By using the Services, you consent to your personal information being transferred to and processed there, with the protections described in our Privacy Policy.

15. Copyright infringements

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

16. Term and termination

These Legal Terms shall remain in full force and effect while you use the Services. You may stop using the Services at any time, and you can delete your account from within the App.

IMPORTANT

Without limiting any other provision of these Legal Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Services (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Legal Terms or of any applicable law or regulation. We may terminate your use or participation in the Services or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

17. Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any

downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

18. Governing law

These Legal Terms shall be governed by and defined following the laws of South Africa. Zulu Code (Pty) Ltd and yourself irrevocably consent that the courts of South Africa shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

19. Dispute resolution

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before starting court proceedings. Such informal negotiations commence upon written notice from one Party to the other Party; you can send yours to info@cutq.co.za.

Courts

If a Dispute is not resolved informally, it shall be decided by the courts of South Africa, as set out in '[Governing law](#)' above. Nothing in this section prevents either Party from asking a court for urgent or injunctive relief at any time, or limits your right to refer a complaint to the National Consumer Commission, the Consumer Goods and Services Ombud or any other body under the Consumer Protection Act 68 of 2008.

20. Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

21. Disclaimer

IMPORTANT

The Services are provided on an as-is and as-available basis. You agree that your use of the Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Services' Content or the content of any websites or mobile applications linked to the Services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (3) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Services, (5) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, including the services of any business listed on CutQ, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

22. Limitations of liability

IMPORTANT

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the greater of (a) the amount you paid us in the twelve (12) months before the claim, or (b) ZAR 1,000.00. Nothing in these Legal Terms excludes or limits our liability for gross negligence or wilful misconduct, or any liability that cannot be excluded or limited under the Consumer Protection Act 68 of 2008 or other applicable law. Where such a law applies to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

23. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

24. User data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

25. Electronic communications, transactions, and signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. **You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Services.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

26. Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability

of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

Nothing in these Legal Terms limits any right you have under the Consumer Protection Act 68 of 2008 or the Electronic Communications and Transactions Act 25 of 2002 that cannot lawfully be excluded.

27. Contact us

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Zulu Code (Pty) Ltd
Boksburg, Johannesburg, Gauteng 1459
South Africa
info@cutq.co.za