

**Terms and Conditions of Going Green® Eco-Solutions CC**  
(Version 5.9 – 29 June 2011)

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The use of this website, including use through an electronic agent, is subject to the terms and conditions of use set out in this notice.

Your access to and continued use of this website constitutes your acceptance to be bound to all the terms and conditions of use, including any privacy or other policies which may appear elsewhere on this website.

If you do not wish to be bound by these terms and conditions then do not continue use of this website.

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**1. Introduction**

Going Green Eco-Solutions CC is based in East London, South Africa. The mission of Going Green is to *inspire and empower people in going green* (slogan: *inspiring ideas empowering people*).

**2. Definitions**

<b>Term</b>	<b>Refers to</b>
Going Green	Going Green Eco-Solutions CC A close corporation duly registered in terms of the Close Corporations Act of South Africa
Website	The website of Going Green URL: <a href="http://www.goinggreen.co.za">http://www.goinggreen.co.za</a> or <a href="http://www.goinggreen.org.za">http://www.goinggreen.org.za</a>
User	Any natural or legal person who enters, accesses, displays, downloads copies, distributes or uses any content or features of this website. Users also include listees or advertisers
Registered user	Any person who is registered to use any aspect of the website
Content	Material, including, but not limited to, text in any form (including but not limited to information, hyperlinks, suggestions, concepts, questions, listings in the Going Green Directory or the Going Green Press - inclusive of all features associated with such listings - or on the African Green Events Notice Board, Going Green Forum, advertisements or comments), software, images, audio or other electronic media (whether authored or submitted by the website owners, users or third parties)
Submission	Content posted either on or to the website via transmission by electronic mail or otherwise

Listee	A business or organisation applying to list, or already listing in/on either the Going Green Directory, the Going Green Press and/or the African Green Events Notice Board. Listing includes submitting articles.
Advertiser	A business or organisation applying to advertise, or already advertising on the Website
The directory	The Going Green Directory
The press	The Going Green Press
The notice board	The African Green Events Notice Board – “The Local Hive”
The forum	The Going Green Forum
Forums	Public areas of the website including, but not limited to polls, bulletin boards, chatrooms and discussion areas
ECT Act	The <a href="#">Electronic Communications and Transactions Act 25 of 2002</a> (Republic of South Africa)
PAIA Act	<a href="#">Promotion of Access to Information Act 2 of 2000</a> (Republic of South Africa)
RIC Act	<a href="#">Regulation of Interception of Communications Act 70 of 2002</a> (Republic of South Africa)
CR Act	<a href="#">Copyright Act No. 98 of 1978 as amended</a> (Republic of South Africa)
CoAP	<a href="#">Code of Advertising Practice of the Advertising Standards Authority of South Africa</a>
E-mail	A data message as defined in the ECT Act
Malware	Files which contain viruses as well as corrupt files and any software or programs that have the potential to damage or to adversely affect a computer or other hardware, a website or any other telecommunications equipment
Links	Hyperlinks as defined in the ECT Act
Parties	Going Green & users collectively
Offering	Any product or service offered through this website

### 3. Ownership of Website

Information provided in accordance with section 43 of the ECT Act

- **Full name and legal status of website owner:** Going Green Eco-Solutions CC, Close Corporation (CC) registered in terms of the Close Corporations Act (Republic of South Africa)
- **Postal address:** PO Box 5163, Greenfields, 5208, South Africa
- **Physical address** (also for receipt of legal service of documents): Site 33, Aqualea Resort, East London, South Africa
- **Telephone number:** +27 (843) 776611
- **Website address:** <http://www.goinggreen.co.za> or <http://www.goinggreen.org.za>
- **E-mail address:** [management@goinggreen.co.za](mailto:management@goinggreen.co.za)
- **CC registration number:** 2005/135479/23
- **CC members:** Dr Eunete van Wyk-Schumacher, Mr Simon Schumacher
- **Place of registration:** Pretoria

### 4. Description of Main Characteristics of Goods or Services

The offerings of this website include but are not limited to content, external links, a directory (The Going Green Directory), a publishing platform (The Going Green Press), a notice board (The African Green Events Notice Board), a forum (The Going Green Forum).

#### 4.1. Going Green Directory

- The Going Green Directory contains “green” listings (and features associated with such listings, inclusive of, but not limited to, Green Coupons): concerning the environment as well as environmentally friendly or energy conserving.
- Listings will only be included in the directory if there is some valid and significant “green” aspect to the listee or to the products and/or services provided by the listee.
- Listings that will most likely *not* be included in the directory are listings that deal with sexuality, spiritualism, alternative medical professions not listed with the [Allied Health Professions Council of South Africa](#) and complementary medicines not registered with the [Medicines Control Council](#).
- Listings will only be added to the directory once the Going Green Team has assessed same.
- By submitting a listing the listee agrees that the listing complies with the CoAP.

- By submitting a listing the listee agrees to opt into the receiving of e-mails concerning details of the listee's listing, issues pertaining to the directory, changes to the website and other matters of potential interest.
- Listings in the directory are restricted to listees with an office or offices in Africa.
- A single business or organisation may only have a single listing per physical address.
- Once the listee edits a listing it will temporarily be removed from the directory to be assessed by the Going Green Team as soon as reasonably possible.
- The listee's listing can be terminated by pressing the appropriate button while the listee is logged in, or by sending Going Green an email requesting same.

#### **4.2. Going Green Press**

- The Going Green Press is a free publishing platform for "green" articles (Green Jobs & Vacancies; News or Press Releases; Information, Guides or How-Tos; Views or Opinions) with an African focus. Articles are also referred to as listings.
- Articles will only be included in the press if the articles are in keeping with the objective and spirit of the press and if the articles are of relevance to Africa.
- Articles that will most likely *not* be included in the press are articles that deal with sexuality, spiritualism, alternative medical professions not listed with the [Allied Health Professions Council of South Africa](#) and complementary medicines not registered with the [Medicines Control Council](#).
- Article submission is free.
- Press articles will only be published in the press once the Going Green Team has assessed same.
- By submitting an article the listee agrees that the article complies with the CoAP.
- By submitting an article the listee agrees that the article, inclusive of products and services described therein, comply with the terms and conditions as described in this document. Articles are published at the sole discretion of Going Green.
- By participating in the press the user agrees to opt into the receiving of e-mails concerning details of articles, issues pertaining to the press, changes to the website and other matters of potential interest.
- A single user may have any number of articles in the press at any given time.
- Job Offers must be terminated/removed by listees once the job has been filled.
- The listee's article can be deleted by pressing the appropriate button while the listee is logged in, or, if all else fails, by sending Going Green an email requesting same.

#### **4.3. African Green Events Notice Board**

- The African Green Events Notice Board or "The Local Hive" contains African "green" events: concerning the environment as well as environmentally friendly or energy conserving.
- Green events will only be published on the notice board if there is some valid and significant "green" aspect to the event submitted by the listee.
- Events that will most likely *not* be published on the notice board are listings that deal with sexuality, spiritualism, alternative medical professions not listed with the [Allied Health Professions Council of South Africa](#) and complementary medicines not registered with the [Medicines Control Council](#).
- Events will only be added to the notice board once the Going Green Team has assessed same.
- By submitting an event the listee agrees that the listing complies with the CoAP.
- By submitting an event the listee agrees to opt into the receiving of e-mails concerning details of the listee's event listing, issues pertaining to the notice board, changes to the website and other matters of potential interest.
- Events published on the notice board are restricted to events occurring in Africa.
- Once the listee edits a listing, a notification of the changes made will be sent to the Going Green Team and the event listing will be published.
- The listee's event listing can be terminated by sending Going Green an email requesting same.

#### **4.4. Going Green Forum**

- The Going Green Forum is a free discussion (or bulletin) board created to enable people to share questions, experiences, helpful advice, information and links about "green" topics: concerning the environment as well as environmentally friendly or energy conserving.
- Posts will only be included on the forum if they are in keeping with the objective and spirit of the forum.
- Forum posts that will most likely *not* be included in the forum are posts that deal with sexuality, spiritualism, alternative medical professions not listed with the [Allied Health Professions Council of South Africa](#) and complementary medicines not registered with the [Medicines Control Council](#).
- Forum posts are free.
- Forum posts will only be published in the forum once the Going Green Team has assessed same.
- By submitting a forum post the user agrees that the post complies with the CoAP, if applicable.

- By submitting a forum post the listee agrees that the post complies with the terms and conditions as described in this document. Posts are published at the sole discretion of Going Green.
- By submitting a form post the user agrees to opt into the receiving of e-mails concerning details of the user's post, issues pertaining to the forum, changes to the website and other matters of potential interest.
- The user can choose to subscribe to receive further posts on any topic inside the forum.
- Once the user edits a forum post it will temporarily be removed from the forum to be assessed by the Going Green Team as soon as reasonably possible.
- The user's forum post can be terminated by sending Going Green an email requesting same.

#### **4.5. Online advertising**

- This service is in the process of being discontinued.

### **5. Transactions – Pricing & Other Costs**

- The information on this website is provided free of charge.
- Unless otherwise stated, all prices are in South African Rand (ZAR). We do not charge VAT.
- Transactions on this website, whether free or otherwise, shall proceed once the user has confirmed to have read and understood the terms and conditions associated with the transaction as described in this document.
- Continued provision of services on this site is secured by prompt settlement of the user's financial obligations to Going Green.
- If the user fails to meet any relevant financial obligations it will result in the termination of services to the user.
- The user further accepts to receive electronic tax invoices, credit notes, debit notes or statements.
- The user also agrees that this confirmation fulfils the "writing" requirement set out in [VAT NEWS 20](#).
- It is the responsibility of the user to keep Going Green up to date with the information necessary to enable Going Green to send invoices or any other billing-related notices to the user.

### **6. Use**

#### **6.1. General**

- The user agrees to use this website for lawful purposes only as set out in the ECT Act and any other applicable law.
- The website shall only be used for private, educational and information purposes.
- The website may not be used for commercial purposes unless Going Green has given the user the necessary written authority to do so.
- JavaScript is required to use the website.
- It is the user's responsibility to acquire and maintain the necessary hardware and software to use the website.
- It is the obligation of the user to ensure that the user lawfully enters into any transactions both on and off the website.
- Going Green may provide special graphics for linking purposes that are reserved for specific users (e.g. for directory listees). These special graphics remain the property of Going Green.
- Access to certain areas certain content of this website is restricted.
- The user is responsible for ensuring that the user's username and password is kept confidential.
- The user accepts responsibility for any activities (including and without limit to financial transactions) that occur on Going Green's website under the user's username.

#### **6.2. User submissions**

- In submissions to this website the user agrees to have obtained all the rights necessary to authorise the distribution and redistribution of the content that the user submits to Going Green and that the user has not falsified, changed or deleted any notices (including but not limited to intellectual property notices) from the content. The user agrees to provide any information, which Going Green may reasonably request regarding the afore-mentioned content.
- Going Green strongly urges users *not* to submit personal information to the public areas of the website that may compromise their safety and security.
- In the user's submissions to or interaction with this website the user may *not*:
  - Cause damage to the website or impair its availability or accessibility in any way, shape or form including but not limited to transmitting or activating malware.

- Use the website in any way that is unlawful, illegal, fraudulent, manipulative or harmful or in connection with such activities including but not limited to the use of or sending of mass mail, surveys, spam, chain letters or unsolicited advertising.
- Make use of any contact information on or via the website in order to harass or in any other way to infringe on the privacy, legal rights or security of others.
- Impersonate others, make use of somebody else's user profile without their consent, misrepresent one's self or falsify information.
- Commit any of the offences described in section 85 to 88 in the ECT Act.
- Make use of profane commentary, inappropriate words, excessive punctuation or unacceptable content including but not limited to content that is/ or references to items that are: sexually explicit, sexually orientated or with sexual innuendos, false, misleading, deceptive, threatening, abusive, harassing, menacing, illegal, counterfeit, stolen, prohibited, related to a pyramid scheme, prescription or habit-forming drugs, defamatory, racist, obscene, vulgar, indecent, hateful, discriminatory, inflammatory or in any other way objectionable as so determined at the sole discretion of Going Green.
- Defame, abuse, harass, stalk, threaten or otherwise violate the privacy, legal rights or security of others.
- Interfere with, inhibit or restrict any other user from entering, accessing or using this website or any part thereof.

## **7. Indemnity**

By using this website the user indemnifies Going Green from and against any loss or damage or costs in connection with any breach of these conditions or any legal obligation by the user.

## **8. Limitation of Liability & Disclaimer**

- The operation, content and offerings of this website are presented "as is" and "as available".
- Going Green, and its developers / authors and in general anybody associated with this site do not in any way make representations or warranties of any kind, expressed or implied (including but not limited to warranties of merchantability, fitness for a purpose and non-infringement), as to the operation of this website (including but not limited to its associated availability, performance or quality), its content (or parts thereof), omissions or offerings.
- No warranty, whether expressed or implied, is given that any data via this website is free of viruses or other malware.
- Information on this website does not constitute professional advice.
- Going Green is not under any obligation to advise any person of any error, omission or incompleteness in the content on the site or in newsletters.
- Going Green does not guarantee the functionality of external links.
- The presence of information about third parties and/or their products, items, services, events and website links on Going Green's website does not constitute or imply any form of endorsement, sponsorship or recommendation by Going Green.
- Users are encouraged to read any privacy policies as well as terms and conditions associated with websites accessed from Going Green's website via external links since these policies, terms and conditions may differ from those of Going Green.
- Users and listees who submit content or submissions to the website are responsible for the nature and content (including issues such as, but not limited to, legality, quality and accuracy) of their submissions.
- Internet connections are inherently insecure. The user acknowledges that any information sent to Going Green may be compromised and is done at the user's own risk.
- If Going Green fails to enforce any right or provision outlined in these terms and conditions, it does not constitute a waiver of such rights or provisions.
- Although the website, the directory, the press, the notice board, forum or advertisements on the Going Green website or in the Going Green newsletters may serve as the initial point of contact between two or more parties, Going Green does not take any responsibility for, nor will Going Green be held liable for actions or transactions entered into by these parties and cannot warrant the validity and accuracy of the information nor the quality of any products, items, services or information offered, nor the trustworthiness of third parties, either on the website or via external links on the website. All users of the website are encouraged to trust their intuition, to employ common sense precautions and to make their own investigation and evaluation of any parties they may consider interacting with.
- Going Green shall not be held liable for:
  - the content, legality, availability, accuracy or safety of linked content;
  - the truthfulness, accuracy or reliability of content (including but not limited to references to third parties, products, items, services, events or to external websites) on this website;

- any direct, indirect, punitive, incidental, special or consequential damages or losses arising from or in any way associated with the use of this website;
  - damages resulting from the inability to use this website, the operational failure of the website or for any information, items, products and services obtained through this website or otherwise whether based on contract, delict, strict liability or otherwise;
  - third party transactions and their safety outside the domain of <http://www.goinggreen.co.za>;
  - any non-performance or delay in performance caused by any act beyond its reasonable control, including but not limited to acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lock-outs, fire, flood, or any other act of God, any law, regulation, ordinance, or other act or order of any court, government, or governmental agency, or delays, unavailability, errors, or other failures of the Internet or other data networks;
  - any damage, loss or liability that results from the use of content, items, products or services available from the website if such content, items, products or services were accessed through a hyperlink not directed at the home page of the website. Users that wish to link to pages beyond the home page of the website without the prior written consent of Going Green shall do so at their own risk and indemnify Going Green against any loss, liability or damage that may result from such hyperlinks.
- A user who does not adhere to any of these terms and conditions or to the provisions set out in the Acts mentioned under “Definitions” in this notice shall be held liable for:
    - any loss or damages incurred by Going Green, their users, affiliates, advertisers, listees or by any other third parties.

## 9. Rights Reserved by Going Green

- Should the user in any way be involved in any unlawful activities or activities which may impact negatively on the reputation, good name or interests of Going Green, Going Green reserves the right to take any action deemed necessary and/or to claim the necessary damages.
- Going Green specifically reserves, without prior notice, the following rights at their sole discretion:
  - to edit, disable or remove the user’s restricted access and/or content;
  - to determine and change licensing conditions associated with the special graphics at any time;
  - to unconditionally refuse any listing, posting or advertisement without being obliged to provide reasons;
  - edit and condense listing and posting information including but not limited to moving directory listings to a different category in order to enhance the functionality of the directory, moving article to a different category in order to enhance the functionality of the press, or moving forum posts to a different forum in order to enhance the functionality of the forum;
  - to remove the listee’s listing, user’s posting, user’s advertisement or any aspect of the listee’s listing or user’s posting, from the directory, from the press, from the notice board, or from the forum or other parts of the website if the listee or user fails to adhere to the terms and conditions outlined in this document;
  - to change the content, structure, functionality and pricing (including but not limited to free services and billing procedures) of the website and all its offerings;
  - to change restrictions at any time;
  - to disable or remove a user’s username and password if the terms and conditions are violated or for whatever other reasons deemed relevant;
  - to change the user’s username, delete a user’s submissions and/or to deny a user further access to this website if Going Green deems that the user chose an offensive username;
  - to terminate the user’s profile without any liability to the user once Going Green establishes or suspects that the user’s username and password have become compromised (e.g. it has become known to unauthorised third parties). Going Green may provide the user with a new username and password;
  - to commence and pursue proceedings in jurisdictions other than South African courts.

## 10. Copyright & Intellectual Property

- The Going Green® brand name, inspiring ideas empowering people® slogan, Africa’s green gateway® slogan and dungbeetle-sun logo are registered trademarks of Going Green. The absence of the ® symbol does not constitute a waiver of Going Green’s trademark or other intellectual property rights concerning these trademarks.

- Unless otherwise stated all content, trademarks, slogans, design elements, databases and the domain name associated with this website is either the property of Going Green (and is consequently protected by South African and International copyright laws), or Going Green is licensed to use the intellectual property rights in question.
- The intellectual property rights associated with this website are reserved.
- Unauthorised use of the content, trademarks, slogans, design elements, databases and domain name associated with this website is not permitted unless written consent is obtained from Going Green.
- The Going Green Links, the Going Green Directory, Green Coupons at Going Green, the Going Green Press, the African Green Events Notice Board and Worldwide Green Events, as well as the Going Green Forum are copyright protected as compilations (collection, arrangement and assembly) as outlined in the CR Act.
- By submitting content on or to this website the user grants Going Green a worldwide royalty-free, non-exclusive license to reproduce and translate what the user has submitted in any medium. This licence includes the right to sublicense such rights.
- If the user believes that content available on this website infringes on the user's or another party's intellectual property rights, please contact Going Green with the reasonable grounds to prove the alleged nature of the infringement

## 11. Privacy Policy

- Going Green undertakes to treat personal information of users with utmost respect and confidentiality.
- If the user believes that Going Green has violated its privacy policy, please contact Going Green in order for corrective measures to be taken.
- Consumer protection and protection of personal information is subject to the ECT Act as well as the PAIA Act.
- Both Acts provide remedies in the event of a breach of this policy.
- By supplying Going Green with any personal information the user authorises Going Green to collect and process and, if applicable, disclose (where it is expressly intended for publishing such as the directory, the press, events listings, the forum, feedback information or articles) this information.
- The user agrees that this permission fulfils the "writing" requirement of section 51(1) of the ECT Act.
- Going Green declares the data it collects in groups (also referred to as "statements").
- This policy contains 10 data groups.
- The data obtained for the use of any of the herein mentioned groups shall only be used by Going Green, their agents, and employees and will not be disclosed to third parties unless Going Green believes, in good faith, that it is required to do so by law.
- The user shall be subject to the herein mentioned group once it opts or subscribes for this usage.
- The user also has the option to opt out of or unsubscribe from the herein mentioned groups by following the appropriate instructions.
- Going Green is required by law to keep all information, details & data received by any user for the time frames set out in the relevant Acts.
- The 10 groups are:
  - *Group "Basic information"*: Collection of click-stream data, HTTP protocol elements and search terms (if entered). The data in this group is non-identifiable. This data will be used to enable the user to browse this website, for website and system administration and for research and development. The user cannot opt in or opt out of this group.
  - *Group "Newsletter subscription"*: Collection of the user's e-mail address and name. This data will be used to send the user newsletters, which may contain marketing of services and products. The user's information can be viewed by clicking on the applicable link in the latest newsletter received. The user can opt out of this newsletter by clicking on the appropriate link in the newsletter and following the instructions or by contacting Going Green directly.
  - *Group "New postings/events/posts subscription"*: Collection of the user's e-mail address. This data will be used to send the user emails, which may contain marketing of services and products. This service is provided by Google FeedBurner™ and is subject to additional Terms of Service (<http://feedburner.google.com/fb/a/tos>) as well as an additional Privacy Policy (<http://www.google.com/privacy.html>). The user can opt out of this subscription by clicking on the appropriate link in the email and following the instructions or by contacting Going Green directly.
  - *Group "User Login"*: Collection of a login ID, a login password, e-mail address, name and image from the user. This data will be used to allow the user to create a user profile in order to access the restricted parts of the website and for contacting the user. If the user chooses to submit a press article the name and image of the user will be accessible to the public for the duration of the posting. The details can be changed by clicking on the applicable link when logged in.

- *Group "Directory information"*: Collection of all the necessary information (including but not limited to the name, contact information and description of the listee's organisation) for the listees's directory listing for inclusion in the Going Green Directory, for website and system administration, for research and development. This directory is a public directory and information provided will not only be used by Going Green and its agents but some of this information will be available to be used by the general public. The listee can opt out of the directory by removing the relevant listing, or aspects of the listing, by using the applicable buttons on said listing when logged in.
- *Group "Press information"*: Collection of all the necessary information (including but not limited to the login ID, name, contact information and description of the article) for the listees's article for inclusion in the Going Green Press, for website and system administration, for research and development. The press is a public publishing platform and information provided will not only be used by Going Green and its agents but some of this information will be available to be used by the general public. The listee can opt out of the press by removing the relevant article, or aspects of the article, by using the applicable buttons on said listing when logged in.
- *Group "Notice Board information"*: Collection of all the necessary information (including but not limited to the name, contact information and description of the listee's event) for the listee's event listing for publication on the African Green Events Notice, for website and system administration, for research and development. This notice board is a public notice board and information provided will not only be used by Going Green and its agents but some of this information will be available to be used by the general public. The listee can opt out of the notice board by contacting the Going Green Team and requesting the removal of said listing. The event information will be deleted one day after the end of the event.
- *Group "Comments", "Forum posts" and "Feedback information"*: Collection of all the necessary information (including but not limited to the login ID, name, IP address, e-mail address and text) to display the user's comment, forum post or feedback on the website, for website and system administration, for research and development. Comments, forum posts and feedback are public and information provided will not only be used by Going Green and its agents but some of this information will be available to be used by the general public. The user can opt out by contacting the Going Green Team and requesting the removal of said information.
- *Group "Form Emails"*: Collection of all the necessary information (including but not limited to the login ID, if required, name, e-mail address and text) to send the user's email through a form on this website, for website and system administration, for research and development. Form emails are only sent to the intended recipient, the sender, and Going Green.
- *Cookies*: Going Green's website makes use of Cookies. Cookies are used for site administration, completing a user's current activity as well as for research and development. These cookies are not linked to personally identifiable information. A Cookie is technology which can be used to provide the user with tailored information from a website. A cookie is an element of data that a website can send to the user's browser, which may then store it on the user's system. The user can set the browser to give notification on the receipt of a cookie, thereby giving the user the chance to decide whether to accept it or not.

- Note that Going Green may share statistical or aggregate data with third parties.
- Going Green will take reasonable steps to ensure the security of personal information but can not guarantee 100% protection.
- Payment information is not stored on Going Green's website.

## **12. Amendment of Content of Website and Terms and Conditions**

- This notice is the entire agreement between the user and Going Green and supersedes all prior terms and conditions associated with this website.
- The terms and conditions outlined in this document take effect in East London, South Africa on the date on which the user first enters, accesses or makes use of this website.
- Going Green may revise these terms and conditions from time to time.
- It is the user's responsibility to become familiar with these changes.
- The continued use of this website or its offerings indicates the user's acceptance of the changes.

### **13. Interception of Communications**

- Subject to the provisions of the RIC Act the user agrees to Going Green's right to intercept, block, filter, read, delete, disclose and use all communications sent or submitted by the user to Going Green, Going Green's staff and employees.
- The user agrees and acknowledges that the consent provided above satisfies the "writing" requirement as detailed in the ECT Act and RIC Act.

### **14. Jurisdiction & Law**

- These terms and conditions are governed by and construed in accordance with the laws of the Republic of South Africa.
- Any dispute which arises from the use or inability to use this website, any service, item or product offered through this website, or from any content or the terms and conditions available from this website are subject to the exclusive jurisdiction of the South African courts.
- The headings used throughout this document are for convenience only and have no substantive effect.
- Emails are deemed sent and received within the territory of the Republic of South Africa. E-mails sent by the user to Going Green are only deemed received if receipt is confirmed or if Going Green has replied. E-mails sent from Going Green to the user are deemed received as laid out in the ECT Act section 23(b).
- Users are encouraged to familiarise themselves with all the Acts under "Definitions".
- Links to legal documents and websites in these terms and conditions are deemed to form part of this notice whether such links are, or are not operational.
- If a court should find that one or more rights or provisions set forth in these terms and conditions are invalid the user agrees that the remainder of the terms and conditions shall be enforceable and that to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.

### **15. Dispute Resolution**

- Except where urgent and/or interim relief is required any dispute which arises from the use or inability to use this website, any service or product offered through this website, or from any content and terms and conditions available from this website, shall be referred to arbitration.
- The arbitration shall be conducted in East London, South Africa, in English, in accordance with the expedited arbitration rules which can be found at [www.arbitration.co.za](http://www.arbitration.co.za) unless otherwise agreed upon.
- The Cape Law Society of South Africa shall appoint the arbitrator.
- The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and client.

### **16. No Offer**

Notwithstanding that the word "offer" has been used in this notice, Going Green hereby notifies all users that nothing contained in this website constitutes an offer for contractual purposes but rather an invitation to do business.

### **17. Cooling-off Period**

Any electronic agreement with Going Green is subject to the ECT Act relating to the 7 (Seven) day Cooling-Off period.

### **18. Download Terms and Conditions**

This notice contains the terms and conditions of Going Green. It can be downloaded from [http://www.goinggreen.co.za/terms/Going\\_Green\\_Terms\\_and\\_Conditions.pdf](http://www.goinggreen.co.za/terms/Going_Green_Terms_and_Conditions.pdf). It can be saved and printed in Acrobat Reader.