

TERMS AND CONDITIONS

Just Jump supplies products listed on the Just Jump website, and other platforms under the following Terms and Conditions. Please read these Terms and Conditions, and our Privacy Policy carefully before using our Website, or ordering from us.

These Terms and Conditions apply to your use of our Website and to any products you purchase via our Website; regardless of how you access the Website, including any technologies or devices where our Website is available to you.

You must read these Terms and Conditions carefully. When placing an Order through our Website, you will be asked to confirm that you have read, understood and agree to these Terms and Conditions in their entirety. If you do not agree to these, you must not order any product(s) through our Website.

We reserve the right to update these Terms and Conditions at any time, and any updates affecting you or your purchases will be notified to you, by us in writing (via email), and on this page.

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

We recommend that you print and keep a copy of these Terms and Conditions for your future reference.

1. About Just Jump

- 1.1. This website is owned and operated by Just Jump, a company registered in South Africa (company registration number 2013/146234/07).

Our registered office is: Just jump (PTY) Ltd, 21 Narnia Village, Knysna 6571

2. Definitions

- 2.1. "Contract" means the agreement between us and you for the sale and supply of products
- 2.2. "Confirmation of Order" means our email to you, in which we confirm receipt and acceptance of your Order.
- 2.3. "Personal Information" means any information provided by you to us.
- 2.4. "Product" means an item offered for sale by us.

- 2.5. "Product Description" means the details of individual products as provided, and details of any special conditions that apply to particular products as displayed
- 2.6. "Order" means the order submitted by you to our Website to purchase a Product
- 2.7. "Special Conditions" means any terms and conditions outside of this document applied to a specific product.
- 2.8. "Terms and Conditions" means these terms and conditions and any special conditions applied to individual products.
- 2.9. "Website" means justjump.co.za
- 2.10. "Website Users" means individuals who visit and make use of our Website
- 2.11. "We / Our / Us" means Just Jump.
- 2.12. "You/ Your" means you as a customer.

3. Placing Orders

- 3.1. Upon you selecting a Product that you wish to Order and having proceeded to the Checkout, the amount to be paid will then be shown (on the Website) together with the charges you must pay including delivery and cash handling fee, if applicable.
- 3.2. When you place an Order on our Website, you agree to comply with these Terms and Conditions. You are responsible for reviewing the latest Terms and Conditions each time you place an Order.
- 3.3. Your Order remains valid as an offer until we issue a Confirmation of Order or, if earlier, when we receive a notice from you wherein you revoke/cancel your Order.
- 3.4. A Contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have received full payment.
- 3.5. You confirm that all personal information provided to us by you upon placing your Order, is accurate, true to your knowledge, and up to date.

4. Order Acceptance

- 4.1. Completion of checkout online does not constitute our acceptance of your Order from us. You will be notified by email as soon as possible that we are processing your Order. Our

Confirmation of Order will take place only when we take payment from you and despatch of the product(s) is confirmed.

- 4.2. We have the right, prior to despatching the product(s) to decline an order for any reason, including legal and regulatory reasons.
- 4.3. Our contract with you will start when you receive our Confirmation of Order and remain in place until the last day of your right to return the products.
- 4.4. If we cannot supply you with the all of the products you ordered, we will not process the parts of your Order unavailable. We will inform you of this by email and, if you have already paid for the product(s), refund you in full for the item(s) as soon as reasonably possible.
- 4.5. If the fulfilment of any aspect of an Order would be illegal or unlawful, we have the right to stop or cease to fulfil the Order at any time, including after our Confirmation of Order. In such circumstances, you acknowledge that Just Jump shall incur no liability.

5. Payment

- 5.1. During the checkout process, you will be asked to enter your billing and payment details. All fields indicated as compulsory must be completed.
- 5.2. By completing payment details you confirm that the method being used to make payment belongs to you, or is in your name where an agreement is entered into with any credit or third party provider.
- 5.3. We do not store your payment information, however third party providers used by us may be using encrypted secure payment mechanisms that could store your data. Please see individual payment providers websites for further information on how they hold your personal information collected at payment.
- 5.4. We take full payment immediately for all products, unless you sign up to pay for your order using our third party payment gateway.
- 5.5. Products ordered remain the property of Just Jump until they have been collected in person, or we have delivered them to the address specified by you.
- 5.6. If you have already received the products you ordered from us, but your payment was not received, you must either pay for the items, or return them to us in the same condition that you received them, in accordance with our reasonable return instructions and at your

own expense. If you fail to do this within 30 days from the date on which we notify you of cancellation of the Order, we may arrange for collection of the products at your expense.

- 5.7. We reserve the right to charge you for any and all damage to any products that are the subject of an unpaid Order.

6. Delivery and Collection Delivery

- 6.1. Timescales and charges for delivery vary depending on the products ordered and your delivery address, and the delivery services available.
- 6.2. We shall deliver product(s) to the place of delivery requested by you in the Order.
- 6.3. We shall aim to deliver within 5-10 working days of any Order which is accepted, however we cannot guarantee any firm delivery dates.
- 6.4. We shall not be liable to the Customer for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
- 6.5. When the products are delivered to the delivery address specified in your Order, all risk including of loss or damage to the products shall pass to you.

7. Delays

- 7.1. We will make every effort to keep you informed should supply of your product(s) be prevented or delayed for reasons beyond our control.
- 7.2. We shall be under no liability to you for such delay or failure of products being delivered when originally specified.
- 7.3. We shall be under no liability for any failure to deliver products when specified if the delay or failure is wholly or partly caused by circumstances beyond our control.

8. Changes to an Order

- 8.1. Any changes to your Order must be notified to us prior to their despatch, and be in writing (via email).
- 8.2. When an Order is placed, you cannot make changes to your name or address once your order has been despatched.
- 8.3. If you amend or change your Order this could lead to changes to your delivery timetable.

- 8.4. If you amend or change your Order you may also find the item is no longer available, or that the price has changed for which you may be charged.

9. E-Commerce & Privacy

- 9.1. Our Website sells swimwear and allied products online. The use of any product bought from this Website is at your risk. You indemnify and hold us harmless against any loss, injury or damages which may be sustained as a result of purchasing the products sold on our Website.
- 9.2. The private information required for fulfilling your Order/s placed through our Website, namely the your personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by us and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by us under any circumstances.

10. Online Payment – PayFast Payment Gateway

- 10.1. All online credit card payments are processed by the PayFast Internet Payment Gateway. Card Holders may go to www.payfast.co.za to view PayFast's security policies.

11. Cancellation by you (Non-Faulty Product)

- 11.1. You are entitled to cancel any purchase concluded via the Website within 14 days of receipt of the Product and to obtain a refund, subject to being charged by us for the return of the goods.
- 11.2. Although you are entitled to "cool off" and cancel your purchase, the goods must be returned in the condition in which they were received with our labels intact.

12. Refund and Return Policy

- 12.1. The provision of goods and services is subject to availability. In cases of unavailability, we will refund you in full within 30 days.
- 12.2. We reserve the right to cancel an Order for which payment has already been received. Should we exercise this right, you will receive a full refund with no deductions.

- 12.3. Any complaints regarding the standard and quality of the product or products bought by you through our Website should be directed to paula@justjump.co.za.

13. Electronic Communications

- 13.1. By using this Website or communicating with us by electronic means, you consent and acknowledge that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

14. Updating of these Terms and Conditions

- 14.1. We reserve the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is your obligation to periodically check these Terms and Conditions at the Website for changes or updates. Your continued use of this Website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

15. Copyright and Intellectual Property Rights

- 15.1. We provide certain information on our Website. Content currently or anticipated to be displayed at this Website is provided by us, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are our copyright, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. We reserve the right to make any changes to our Website, the Content, or to products offered through our Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, you are not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

16. Limitation of liability

16.1. Our Website and all Content on the Website, including any current or future offer of products, are provided on an “as is” basis, and may include inaccuracies or typographical errors. We make no warranty or representation as to the availability, accuracy or completeness of the Content. We shall not be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or our Website or any functionality thereof, or of any linked website, even if we are expressly advised thereof.

17. Privacy: casual surfing

17.1. You may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of your computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. We use this information to determine use of the Website, and to improve Content thereon. We assume no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

18. Effect

18.1. These Terms and Conditions shall apply to all Orders made or to be made by us for the sale and supply of products.

19. Choice of Law

19.1. This Website is controlled, operated and administered by us from our offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited.

19.2. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the you consent to the jurisdiction of the South African courts in the event of any dispute.

19.3. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and

Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

- 19.4. These Terms and Conditions constitute the entire agreement between us and you with regard to the use of the Content and this Website.

20. Data protection

- 20.1. Please see our Privacy Policy, which forms part of these Terms and Conditions.

21. Force Majeure

- 21.1. We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond the Provider's reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detainments of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.
- 21.2. Either of us may terminate a Contract by written notice to the other in the event that the Event of Force Majeure lasts for a period of two Business Days or more, in which event neither of us shall be liable to the other by reason of such termination (other than for the refund of a Order already paid for by the Customer and not delivered).

22. Notices

- 22.1. Any notice under this Contract shall be in writing and may be served by personal delivery or by pre-paid registered letter or by email addressed to the relevant party at the address or email address of the relevant party last known to the other.

- 22.2. Any notice given by post shall be deemed to have been served two Business Days after same has been posted. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or despatched or a delivery report received.

23. Advertising on the Site

- 23.1. We shall use our reasonable endeavours to comply with any relevant regulations relating to our Website published by the Advertising Standards Authority. All photography is for illustrative purposes only and specific styles are not necessarily stocked.

24. General

- 24.1. These Terms and Conditions shall commence from the date on which they are published on our Website and continue indefinitely, as amended by us from time to time, for so long as the Website exists and is operational, we are entitled to terminate these Terms and Conditions and/or shut down the Website at any time (subject to still processing any Orders then already placed and accepted by us).
- 24.2. No failure or delay on the part of either Party to exercise any right or remedy under these Terms and Conditions shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided for in the Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law or in equity.
- 24.3. If any part of these Terms and Conditions (including any one or more of the clauses of the Terms and Conditions or any sub-clause or paragraph or any part or one or more of these clauses or paragraphs) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed to be omitted from the Terms and Conditions and the validity and/or enforceability of the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired as a result of that omission.
- 24.4. Any and all copyright subsisting in our Website, including these Terms and Conditions, vests in us and all rights not expressly granted are reserved.

24.5. When you visit the Website or send e-mails to us, you consent to receiving communications from us electronically and agree that all agreements, notices, disclosures and other communications sent by us satisfy any legal requirements, including but not limited to the requirement that such communications should be in "writing".

24.6. These terms are subject to the provisions of the Electronic Communications and transactions Act no. 25 of 2002 (the Act") and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.

25. Amendment to the General Business Terms and Conditions

25.1. We reserve the right to amend these Terms and Conditions at any time.

26. Disclaimer

26.1. Neither we nor any of our agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website.

26.2. Although the products sold via our Website may be under warranty, the Website itself is supplied on an "as is" basis and has not been compiled or supplied to meet the Customer's individual requirements. It is the Customer's sole responsibility to satisfy itself prior to accepting these Terms and Conditions that the service available from and through this Website will meet the Customer's individual requirements.