Cash Crusaders Franchising (PTY) LTD Website terms of use

These terms of use were updated on 04 November 2019

1. INTRODUCTION

Cash Crusaders is brought to you by Cash Crusaders Franchising (PTY) LTD (reg no 2003/017313/07), a private company with its office located at No 1, Lakeside Place Capricorn Park Prince George Drive, Muizenberg 7945 (also referred to as "Company", "we" or "us") and makes available online buying or selling.

You acknowledge that by accessing and/or using Cash Crusaders to either purchase or sell, you agree to be bound by the terms of use. Please read these terms of use carefully prior to using the platform. If you do not agree with any of the terms of use, do not make use of this platform. By downloading, installing or using Cash Crusaders or any portion thereof, you agree to these terms of use.

2. INTERPRETATION

2.1. "Approved Courier" means a company providing courier services which is the preferred service provider of the Company for the collection of products from the website and deliver at the buyers nominated address.

2.2. "Approved Courier Charge" means in relation to the seller, means the charge payable by the seller or for the collection of the product from the seller's nominated address; and in relation to the purchaser, means the charge payable by the purchaser for the delivery of the product in respect of which the purchaser has paid the final purchase price.

2.3. "Approved Testing Centre" means the Company's preferred repair center or Cash Crusaders branch which will conduct the verification process for and on behalf of the Company.

2.4. "Company" means Cash Crusaders Franchising (PTY) LTD. (reg no 2003/017313/07);

2.5. "CPA" means the Consumer Protection Act 68 of 2008;

2.6. "ECTA" means the Electronic Communications and Transactions Act 25 of 2002;

2.7. "End User" means the person who accesses and creates a Cash Crusaders user account, collectively, referring to the purchaser and the seller, and the term "you" shall be used interchangeably to refer to either the seller or the purchaser.

2.8. "Products or Product" means the product/s available for selection on the website from time to time, whether brand new or second-hand, which may be purchased or sold on Cash Crusaders website provided it has undergone the verification process.

2.9. "Final Purchase Price" means the purchase price at which the products will ultimately be advertised on Cash Crusaders Website, subsequent to verification of the preliminary purchase price through the verification process.

2.10. "Payment Portal" means the payment processing portal made available by the payment processor pursuant to which the purchaser will pay and the seller will receive the final purchase.

2.11. "Payment Processor" means the third party which has been nominated by the company to process any or all payment via the Cash Crusaders website.

2.12. "Person" refers to a natural person;

2.13. "Personal Information" means the term as defined in section 1 of the POPI Act which for purposes of creating and maintaining the Cash Crusaders user account and arranging the approved courier means your first name, last name, email address, place of residence, address where the approved courier will attend to collection or delivery as the case may be, IP address, mobile number, identity number but specifically excludes any cardholder data.


2.15. "Preliminary Purchase Price" means the purchase price allocated to a product by Cash Crusaders website using an algorithm having regard to the make, model and declared condition of the product, it being recorded that such preliminary purchase price shall be subject to change based on the outcome of the verification process.

2.16. "Verification process" means the process of a Cash Crusaders representative verifying the working status, condition, description, model number and any details relating to a specific product that a seller has loaded onto the Cash Crusaders website for the means of selling.
2.17. "Cash Crusaders Product" means a product which has been subject to and passed the verification process and is thus available for purchase or sale on the Platform;

2.18. "Cash Crusaders website" means the online, cloud based, advertising platform trading as 'Cash Crusaders', accessible either through a mobile device or web browser at www.cashcrusaders.co.za, pursuant to which:

2.18.1. a Seller is able to sell his / her product and / or

2.18.2. a Purchaser is able to purchaser a product

2.19. "Cash Crusaders user account" means the user profile which you are required to create and maintain in order to access Cash Crusaders website and make use of the Services;

2.20. the Payment Management Services; and the Verification Services; "Terms of use" means these terms of use, as amended from time to time, which are applicable to the use of any functionality of Cash Crusaders website or any services contemplated herein, save for the Payment Portal to which the Payment Processor's End user Terms of use Agreement shall be applicable,

3. REGISTRATION AND CONDITIONS OF ACCESS

3.1. Your access to, and use of Cash Crusaders website and any of the services, is always subject to these terms of use. Without limiting the generality of the above, in order to access or make use of any functionality on Cash Crusaders Website, you:

3.1.1. must be a natural person who is over the age of 21 (twenty - one) years old;

3.1.2. must create a Cash Crusaders user account as more fully contemplated in clause 2.19 and clause 4;

3.1.3. agree to comply with all applicable laws and regulations governing the use of Cash Crusaders website

3.1.4. including, without limitation, the provisions of the following ECTA;

3.1.4.1. agree to the processing of your personal information on the terms as more fully contemplated in clause 19 below;

3.1.4.2. agree to be bound by the terms and conditions of the payment processor end user agreement and the privacy policy of the payment processor. In light of the fact that in order to transact on Cash Crusaders website, the end user will have to use the services of the payment portal, because credit card processing is applicable to the transactions of both the seller and the purchaser.

3.1.4.3. may not be a person who carries on a business of dealing in second-hand products as contemplated in the Second Hand Goods Act 6 of 2009 unless you are duly registered as a dealer with the South African Police Services and have been issued with a valid certificate of registration which is current.

4. CREATION OF A CASH CRUSADERS USER ACCOUNT

In order to use Cash Crusaders website and the services, you will be required to create a Cash Crusaders user account through a username and a password. Your username and password must be kept confidential at all times and may not be used by unauthorized third parties to access Cash Crusaders website. In the alternative, you will be able to access Cash Crusaders user account using your existing Facebook or Google user account and your personal information in these respective sites will auto-populate to create a Cash Crusaders user account.

You are responsible for restricting access to your Cash Crusaders user account so that third parties may not access it. You are solely responsible for all activities that occur under your access details. In the event that there has been any unauthorized access to your Cash Crusaders user account or any unauthorized person becomes aware of your password, please notify us immediately so that we can disable the affected Cash Crusaders user account.

Please note that as part of your registration process, you are required to have a valid email account which is accessed by you regularly.

To the extent that the company detects that a Cash Crusaders user account has been activated using the email address of another party which is not belonging to you or that the email address utilized during the registration process is a temporary email address, the Company reserves the right to disable such Cash Crusaders user account at its discretion and without notice. In order to monitor this, it may be requested to re-validate your Cash Crusaders user account from time to time. You are only entitled to create 1 (one) account. You will not be able to make use of the services without the Cash Crusaders user account. You are required to notify us immediately in the event that there is any change to the details used by you to create your Cash Crusaders account. Your Cash Crusaders account is personal to you and
may not be utilized by anyone other than you as the registered end user.

5. SELLERS or PLEDGORS

Pre-Listing of products

5.1. You will be required to click on the Sell Now icon, provide the model of your product; enter a description and the condition of your product and an algorithm may automatically determine a preliminary purchase price. If you then wish to proceed with the sale of your product, you may proceed to set up Cash Crusaders account.

5.2. You will be entitled to indicate your preliminary expected selling price using our 'website' at any time as often as you desire, up until such time as you have accepted a quoted price for your product.

5.3. You will then receive a confirmatory email confirming that your product has been submitted to the company verification process.

5.4. Any person who wishes to use our selling or pawning application platform to sell their product will be required to submit their product to us for verification that it is in the condition which the seller has claimed it to be in and that the expected selling price can be declared to be the final purchase price. Only once a product has successfully passed a verification test, would we be able to finalize the transaction.

5.5. The verification process is mandatory once the quote has been accepted and the seller proceeds to the store to conclude the transaction.

5.6. The verification process takes place at the store of which you accept the offer from.

5.7. The verification process will consider, without limitation, the full operations and condition of the product including all relevant accessories needed for the product to function correctly for the purpose it is deemed.

5.8. The Verification Process will categorize the product into the following categories:

5.8.1. Excellent: The product works perfectly with no noticeable flaws or looks like new. It has no scuffs or scratches and includes all original accessories as well as the original packaging;

5.8.2. Good: The product has normal signs of wear and tear, it is in 100% working order and may or may not have some cosmetic defects, and includes accessories

5.8.3. Poor: The product has major dents/defaults and or scratches and scuff marks, does not come with original accessories

5.9. The product quote will be provided based on highest (excellent condition) to lowest (poor condition) and will be adjusted accordingly based on the products condition which will be confirmed during the verification process.

5.10. In the event that your product passes the verification process but you are unhappy with the grading and the final purchase price, you may, at your election, cancel the process and not sell the item to the store that you have selected.

5.11. In the event that it passes the verification process, the product will now be a Cash Crusaders (relevant branch name) verified product. It will then be kept by Cash Crusaders (relevant store name) and the seller will have no further claim over the product except in the case of a suspensive security buy. The terms and conditions of a suspensive security by is listed on our website at www.crusaderspawn.co.za.

6. PURCHASERS (NOT available at this time)

A Purchaser seeking to purchase a Cash Crusaders product will simply need to select a preferred Cash Crusaders product from those on offer. Once a preferred product has been selected, you will be required to effect payment of the final purchase price to the payment processor through the payment portal upon receipt of confirmation from the payment processor of payment of the final purchase price, the company's approved courier will contact you to arrange for the delivery of the product to an address nominated by you.

For purposes of this clause 6.1, the term 'Defect' shall mean:

6.1. any material imperfection in the manufacture of product that renders the product less acceptable than persons generally would be reasonably entitled to expect in the circumstances; or

6.1.2. any characteristic of the product that renders it less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances, which for avoidance of doubt, excludes any damage to the product which has resulted from any act on the part of the purchaser (including physical damage, or liquid damage). The Company
provides a warranty (as explained in the delivery and returns policy listed on the website, in the event that there is any material defect which was in no way attributable to the purchaser and is solely and demonstrably a defect which was pre-existing or solely and demonstrably as a result of damage whilst in transit with the approved courier, this warranty will entitle the Purchaser, at its election, to either

6.3.1. return the defective product in order for the company to repair the defect ("Repair Option"); or

6.3.2. return the defective product in order for the company to replace the defective product ("Replacement Option"); or

6.3.3. return the defective product and be provided with full refund, without any deduction or penalty ("Refund Option") in the event that the purchaser elects to exercise its rights pursuant to the Cash Crusaders Warranty Policy contemplated herein, the Purchaser shall deliver to the company written notification advising the Company of the details of the alleged defect and indicating whether it will select the Repair Option, Replacement Option or Refund Option ("Warranty Exercise Notice Within 5 (five) Business Days of receipt of the Warranty Exercise Notice, the Company shall acknowledge receipt of the Warranty Exercise Notice and respond to the Purchaser with a determination as to whether the proposed defect set forth in the Warranty Exercise Notice constitutes a Defect or not. Once it has acknowledged that it constitutes a Defect, the Company shall be bound by the election which has been made by the purchaser in the Warranty Exercise Notice.

7. PAYMENTS PORTAL

In order to transact on Cash Crusaders website the end user will have to use the services of the payment portal, because credit card processing is applicable to the transactions of the purchaser. The Company has entered into an agreement with the payment processor and by accessing Cash Crusaders website you have agreed to be bound by the terms and conditions of the payment processor and agree to authorize the payment processor to initiate payment entries in order for the seller to be paid the final purchase price.

For the avoidance of doubt, the Company does not offer a payment processing service. Furthermore, the Payment Processor will charge you directly for its transaction and brokerage fees. The relationship between the Company and the Payment Processor is one of independent contractors. The Company does not act as the agent, representative, affiliate or partner of the Payment Processor.

The Company does not operate as a payment intermediary, payment processor, payment facilitator, money transmitter, money services business, or any type of business akin thereto for the purposes of, or in connection with, any transaction on Cash Crusaders website. The Company also does not fulfill any of the functions (whether as a whole or in part), of a payment intermediary, payment processor, payment facilitator, money transmitter, money services business, or any type of business akin thereto, whether in a direct or indirect manner.

8. MODIFICATIONS TO CASH CRUSADERS WEBSITE AND REVISIONS TO TERMS OF USE

The Company may, from time to time, modify any term of these terms of use. Any such modifications will be effective as soon as the modified version of the terms of use appears when you access Cash Crusaders website.

Your use of Cash Crusaders website subsequent to such modifications constitutes an acceptance of the revised Terms of use. If you do not wish to accept any modification to these Terms of use, please discontinue access to and use of Cash Crusaders website.

The Company reserves the right to temporarily disable or permanently discontinue any and all functionality of the Cash Crusaders website and/or Cash Crusaders user accounts at any time without notice and with no liability towards you.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, ASSIGNS, THE APPROVED COURIER, THE APPROVED TESTING CENTRE AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY THE "RELEASED PARTIES") SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN DELICT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM; (I) THE USE OR THE INABILITY TO USE OR ACCESS; (II) THE INABILITY TO USE THE MOBILE APPLICATION VERSION OF CASH CRUSADERS WEBSITE TO ACCESS CONTENT OR DATA; (III) THE USE OF THE PAYMENT GATEWAY, THE APPROVED COURIER, THE APPROVED TESTING CENTRE, THE IMEI VERIFICATION PROCESS; (IV) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) THE USE, PROCESSING AND STORAGE OF PERSONAL INFORMATION OR (VI) ANY OTHER MATTER RELATING TO CASH CRUSADERS WEBSITE, (VI) NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORISED ACCESS TO, CASH CRUSADERS WEBSITE, YOUR CASH CRUSADERS USER ACCOUNT OR ITS RELATED INFORMATION.
10. WARRANTIES

10.1. By all End Users:

Each end user warrants that:

10.1.1. all information submitted during the Cash Crusaders user account registration process as well as generally in all use of the Cash Crusaders user account is true, complete and accurate;

10.1.2. he/she does have authority to enter into and perform in terms of these Terms of use;

10.1.3. he/she shall fulfill the obligations of the transaction entered into on Cash Crusaders website; and his/her use of Cash Crusaders website will be in full compliance with applicable law.

10.2. By the Seller:

The Seller warrants that:

10.2.1. he/she is the sole legal proprietor/owner of the product;

10.2.2. the product is not and has not come into the Seller’s possession illegally, whether through the Seller’s illegal conduct or that of a third party; (and that no circumstance exists pursuant to which he/she reasonably ought to have known suspected that the product was stolen); and the condition of the product has been disclosed fully, honestly and accurately.

11. INDEMNITIES

11.1. Indemnities by the Company

The Company indemnifies and holds the Purchaser and the Seller harmless against any loss, damage or cost caused in the following circumstances:

11.1.1. in the case of the Seller, any loss, damage or costs to the product caused solely and demonstrably whilst it is in transit with the Approved Courier or whilst it is in safe keeping; and

11.1.2. in the case of the Purchaser and once the Final Purchase Price has been paid, any loss damage or costs to the product whilst it is in safekeeping or during transit with the Approved Courier

11.2. Indemnities by the Seller:

11.2.1. THE SELLER AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY THE RELEASED PARTIES (AS SUCH TERM IS DEFINED IN THE "LIMITATION OF LIABILITY" CLAUSE ABOVE) AND WILL NOT HOLD THE RELEASED PARTIES RESPONSIBLE FOR ANY CLAIM RELATING

11.2.2. THE PRODUCT, NOTWITHSTANDING THE LIMITED WARRANTY GIVEN BY THE COMPANY TO THE PURCHASER IN CLAUSE 6.7; AND ANY CLAIM BROUGHT BY THE PURCHASER AGAINST THE COMPANY IN RESPECT OF THE PRODUCT WHETHER PURSUANT TO THE PROVISIONS OF THE CPA OR OTHERWISE.

11.3. Indemnities by all End Users

11.3.1. WHILE THE COMPANY MAKES EVERY EFFORT TO ENSURE THAT THE CONTENT AND INFORMATION ON CASH CRUSADERS WEBSITE IS COMPLETE, ACCURATE AND UP TO DATE, WE MAKE NO GUARANTEE ABOUT THE SUITABILITY OF THE PRODUCTS NOR THE TRANSACTIONS WHICH TAKE PLACE THROUGH THE PAYMENT PROCESSOR ON CASH CRUSADERS WEBSITE OR WHETHER THEY ARE COMPLETE, ACCURATE OR APPROPRIATE.

11.3.2. YOU AGREE TO HOLD HARMLESS AND FULLY INDEMNIFY THE RELEASED PARTIES (AS SUCH TERM IS DEFINED IN THE "LIMITATION OF LIABILITY" CLAUSE ABOVE) AND WILL NOT HOLD THE RELEASED PARTIES RESPONSIBLE FOR ANY CLAIM RELATING TO:

11.3.2.1. YOUR USE OF CASH CRUSADERS WEBSITE OR

11.3.2.2. A BREACH OF ANY OF THE WARRANTIES MADE BY YOU PURSUANT TO THESE TERMS OF USE.

11.3.2.3. ANY TRANSACTIONS FACILITATED BY THE PAYMENT PROCESSOR UNDER THE PAYMENT PROCESSING END USER AGREEMENT, AND/OR ANY FAILURE OF OR BREACH BY THE PAYMENT PROCESSOR TO COMPLY WITH ANY
COVENANT, OBLIGATION, OR ANY AGREEMENT MADE BY IT ON THE PAYMENT PROCESSING END USER AGREEMENT, 
THE COMPANY'S PROPRIETARY RIGHTS

11.4. You hereby acknowledge that all right, title and interest in and to Cash Crusaders website including all content made 
available or to be made available in the future on Cash Crusaders website (including without limitation, text, graphics, 
illustrations, video and audio clips, logos, trademarks, service marks, copyrights, domain names, code, trade names, 
patents, all copyrightable material (including source and object code), button icons, images, audio clips, digital downloads, 
data compilations and software, and/or any other form of intellectual property ("Company Information") are owned by 
licensed to the Company or other authorized third parties and are protected from unauthorized use, copying and 
dissemination.

11.5. Cash Crusaders website and the Company Information are protected by applicable intellectual property and other 
laws, including patent laws, copyright law, trade secret law, trademark law, unfair competition law and any and all other 
proprietary rights. You agree that you will not, and undertake not to permit a third party to:

11.6. modify, adapt, translate, prepare derivate works from, decompile, reverse engineer or

11.7. disassemble Cash Crusaders website or otherwise attempt to derive the source code of Cash Crusaders website;

11.8. capture, reproduce, perform, modify, copy distribute, transfer, sell or license Cash Crusaders or the Cash Crusaders 
website;

11.9. take any action to circumvent, compromise or defeat any security measures implemented in Cash Crusaders 
website;

11.10. use Cash Crusaders website to access, copy, transfer, retransmit or transcode the Company Information;

11.11. interfere with the normal processes or use of Cash Crusaders website by inter alia, attempting to access the 
administration areas of Cash Crusaders website and remove, obscure or alter the Company's (or any third party's) 
copyright notices, trademarks, or other proprietary rights, notices affixed to or contained within or accessed through Cash 
Crusaders website.

11.12. You agree that if you breach the terms of this proprietary rights clause, the Company will have the right to claim 
damages from you, which will include the right to claim special, incidental; consequential or indirect damages. The 
Company also reserves the right to claim for loss of profits and loss of business and recover all legal costs on a scale as 
between attorney and own client.

11.13. The Company and its licensors make no representations or warranties regarding the accuracy or completeness of 
the Company Information.

11.14. The Company and our logo are trademarks and/or service marks of the Company or its affiliates.

12. LINKING TO THIRD PARTY WEBSITES

12.1. Cash Crusaders website may contain certain images and links to other third party websites with information, content 
or material produced by other parties. These linked third party websites are not under the control of the Company and the 
Company is not responsible for the information, content or material on any linked website, including, any link contained in 
a linked website, or any changes or updates to a linked website.

12.2. The Company is permitting these links to be made available to you only as a convenience, and you agree that the 
inclusion of links does not imply an endorsement by the Company of the linked website, their business or security 
practices, or any association with its operators.

12.3. From time to time, the Company may employ the services of third parties to assist with the management of certain 
services and aspects of Cash Crusaders. We apply every effort to ensure that our sub-contractors comply with the Privacy 
Policy and generally accepted security standards and they will be accountable for any non-compliance.

12.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to 
contact them directly.

12.5. Without limiting the generality of what is set out above, the Company may also use third-parties, in order to develop 
and analyze use of Cash Crusaders.
13. TERMINATION

13.1. You may terminate these Terms of Use at any time by permanently deleting the mobile version of Cash Crusaders and no longer accessing Cash Crusaders in any way, whereupon (and without notice from the Company) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of these Terms of use any rights granted to you herein will automatically terminate in the event of such termination, you must immediately deactivate your Cash Crusaders user account and may no longer access the Cash Crusaders website.

13.2. The Company may, in its sole discretion, and at any time, with or without notice, terminate your password and general access to Cash Crusaders website, for any reason or no reason at all

14. DISCLAIMER

14.1. Cash Crusaders is provided on an "as available' basis and without any warranty of any kind to the extent permitted by law, either express or implied; including without limitation, warranties of title, implied warranties of merchantability, non-infringement, or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or use of any nature as to the products and services being advertised by the seller or the Processing Partner.

14.2. to the maximum extent permitted law, the Company expressly disclaims all warranties and conditions of any kind, whether express or implied, including; but not limited to, the implied warranties and conditions of merchantability fitness for a particular purpose and non-infringement.

14.3. Your use of Cash Crusaders user account is at your own risk.

14.4. The Company does not guarantee that:

14.4.1. Cash Crusaders or

14.4.2. the information, content, tools or materials included on Cash Crusaders; or

14.4.3. the Company servers; or

14.4.4. that any electronic communications sent by the Company, are free from viruses or other harmful components

14.5. The Company shall not be obligated to provide you with any maintenance or support services in connection with Cash Crusaders.

14.6. The Company makes no warranty:

14.6.1. that Cash Crusaders will meet your requirements;

14.6.2. that Cash Crusaders will be error free;

14.6.3. regarding the security, reliability, timeliness or performance of Cash Crusaders; and

14.6.4. that any errors in Cash Crusaders will be corrected.

14.7. Any content that you obtain or download through Cash Crusaders is obtained at your own discretion and risk.

14.8. You will be solely responsible for any damage to any device of yours or any loss of data that may result from downloading such content or material.

14.9. No information obtained by you through Cash Crusaders shall create any warranty not expressly stated in these Terms of use.

14.10. End Users who, in the Company's sole determination, act unlawfully, fraudulently, in breach of these Terms of use or otherwise dishonestly may be denied access to Cash Crusaders.

15. DISCLOSURE IN TERMS OF SECTION 43 OF THE ECTA

In accordance with the provisions of section 43 of the ECTA, you have the right and the Company has obligation to disclose the following information,

15.1. Full name, registration number and legal status of the Company: Cash Crusaders Franchising (PTY) LTD,

15.2. Physical address: No 1, Lakeside Place Capricorn Park Prince George Drive Muizenberg 7945
15.3. Website address: www.cashcrusaders.co.za

15.4. Membership of self-regulatory or accredited bodies: Member of FASA

15.5. Codes of conduct to which the Company subscribes;

15.5.1 Honour - We honour the Cash Crusaders brand through honesty and fairness, making things happen and always offering the most interesting shopping experience.

15.5.2 Professionalism - We treat others as we would like be to be treated. We value excellence and exceed expectations always. We seek to understand before being understood, through clear communication.

15.5.3 Innovation and Change - Once a decision is made, we will all support it. We take pride in implementing to the best of our ability, even when that means changing systems for growth.

15.5.4 Growth - We recognise achievement, nurture skills and create wealth across our organisation, extending relationships into the community.

15.6. Place of registration: South Africa

15.7. Physical address for receipt of legal service: No 1 Lakeside Place, Capricorn Park, Muizenberg, Cape Town, 7945

15.8. Main business of the Company: Second hand retailer

16. PRICE OF GOODS AND SERVICES

16.1. Each of the Seller and the Purchaser shall be liable for such transactional and brokerage fee as may be levied by the approved courier and the payment processor pursuant to the Payment Processor End user Agreement;

16.2. Manner of payment: Electronic Funds Transfer through the Payment Processor or credit card payment

16.3. Terms of agreement: as detailed in these Terms of use

16.4. Security procedures see the privacy policy below. Furthermore access to Cash Crusaders is password and username protected

16.5. Privacy policy: refer to clause 19 (The Company's Privacy Policy)

16.6. Duration of these Terms of use: until terminated by either the Company or the End user

17. GOVERNING LAW

17.1. These Terms of use shall be governed by and construed in accordance with the laws of the Republic of South Africa

17.2. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of South Africa with respect to any legal proceedings related to these Terms of use

18. SEVERABILITY

If any provision of these Terms of use shall, to any extent, be held invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provisions of these Terms of use shall in no way be affected or impaired thereby and each such provision of these Terms of use shall be valid and enforceable to the fullest extent permitted by law in such case, these Terms of use shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

19. THE COMPANY'S PRIVACY POLICY

19.1. The Company respects and takes your privacy seriously and as such we will use and process the Personal Information that we collect from you in accordance with this Privacy Policy. Note that this Privacy Policy is only applicable to Cash Crusaders, and not to any other websites that you may be able to access through third party links on Cash Crusaders, each of which may have data collection; storage, and use practices and policies that differ materially from this Privacy Policy. To learn more about the privacy policy controlling the third party links themselves, visit each third party's website for more information.

19.2. What information do we collect?
19.2.1 Personal Information:

19.2.2 The Company does not collect or hold any cardholder data; the Company does not collect any funds for or on behalf of you for the purposes of any transaction with any third party (including the Payment Processor, Seller or Purchaser), with whom you transact on Cash Crusaders website.

19.3. How we collect and store your Personal Information:

19.3.1. When you use Cash Crusaders, the Company and its affiliates, the Approved Couriers, the Approved Testing Centre, and the Payment Processor may collect and store your Personal Information.

19.3.2 Personal Information is stored in a secure environment protected by a combination of physical and mechanical measures. For the avoidance of doubt, the Personal Information is not accessible to the general public.

19.4. Why we collect and use your Personal Information:

19.4.1 We use your Personal Information in order to operate and improve the function and content of Cash Crusaders, and our other applications, sites, services and tools as well as to create and maintain your Cash Crusaders user Account which is required in order to operate the Cash Crusaders website.

19.4.2 Certain areas of Cash Crusaders may also ask you to provide information to participate in certain features or to access certain content. Cash Crusaders practices governing your personal information are disclosed within the Privacy Policy. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Cash Crusaders website.

19.4.3 Your Personal Information is also collected in order for the Company, the Payment Processor and each of their Affiliates to send you marketing and promotional communication regarding products and services including by way of electronic means.

19.5. Where will your Personal Information be stored:

19.5.1. The Personal Information Cash Crusaders collects may be stored locally on your Mobile Device and be transmitted to our third party’s server located outside of South Africa. The transmission of information over wireless and wired networks is inherently secure. The Company will implement all necessary and adequate measures to help protect your Personal Information against unauthorized access and disclosure however the Company does not guarantee the safety thereof.

19.6. By downloading or accessing www.cashcrusaders.co.za, you expressly

19.6.1. confirm that you are over the age of 21 (twenty one) years;

19.6.2. agree to receive future communications, including direct marketing communications, from the Company, their Channel Partners and/or any of each of their affiliates (“Parties” either directly or through their duly authorized agents such as marketing agencies from time to time, including marketing and advertising material and information on promotions and offers either relating to the products and/or services of the Parties (provided you have opted in to receive these);

19.6.3. consent to the collection, collation, processing, further processing and disclosure of your Personal Information (which for the avoidance of doubt shall include your Mobile Device Data) by the Parties for the purposes more fully set out below, and their appointed designees from time to time, which may include parties involved in the technical administration and maintenance of any database which will house your information, information technology companies and marketing companies;

19.6.4. acknowledge that in relation to the collection, collation, processing, further processing and disclosure of Personal Information by the Company, the nominated address of the Company is located at No 1, Lakeside Place Capricorn Park Prince George Drive Muizenberg 7945 in relation to the collection, collation, processing, further processing and disclosure of Personal Information by any other Responsible Party as such term is defined in the POPI Act, such Responsible Party shall be responsible for making their nominated address available to you;

19.7. your Personal Information is required by the Company for purposes of: enabling you to make use of Cash Crusaders website, which includes, creating a Cash Crusaders User Account which is required prior to gaining access to Cash Crusaders website; in the case of the Mobile Device Data, enabling the Company send you targeted Advertisements; direct marketing by the Company, the Channel partners and/or their respective affiliates of their products and services; and selling, exchanging, transferring, renting or otherwise making
19.7.1. available the Personal Information to other parties for purposes of direct marketing by them of their products and services.

19.7.2. Consent that the Parties may transfer and store your Personal Information to a third country that does not have the same level of protection in respect of the processing personal information, as is provided for in South Africa;

19.7.3. your consent herein provided is given freely and voluntarily and you are under no obligation to provide this consent; your consent shall, in the absence of any written objection received from you, indefinite and/or for the period otherwise required in terms of any applicable law;

19.8. you may at any time request a record of, or object to the processing of, your Personal Information held by the Parties and their designees

19.8.1. you are entitled to request the correction, destruction or deletion of your Personal Information that is inaccurate, Irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully;

19.8.2. if you suspect any interference with the protection of your Personal Information held the Parties and its designees, you shall in the first instance resolve any concerns with the Company. If you are not satisfied with such process you may at any time lodge a complaint with the Office of the Information Regulator, once it has been established; and

19.8.3. you may demand during or within a reasonable time after providing this consent that the Parties desist from initiating any further communication with you.

20. FORCE MAJEURE

20.1. The Company shall not be liable to you for an inability to perform or delayed performance in terms of these Terms of use, should such inability or delay arise from any cause beyond the reasonable control of the Company and not caused by any fault of the Company, provided that the existence and/or happening of such cause has been drawn to your attention within a reasonable time of occurrence of such a cause ("force majeure event").

20.2. For the purposes of this clause 20, a force majeure event shall, without limitation of the generality of the aforesaid, be deemed to include any act of God, strikes, lock outs, accidents, fire, explosions, war (whether declared or not), invasion, any acts of foreign enemies, hostilities, riot, civil insurrection, military uprising, Insurrection, rebellion, revolution, military or usurped power, flood earthquake, lightning, action, intervention or decree of local or national government, civil war, any event of force majeure.

20.3. If the Company is unable to perform or its performance is delayed due to a force majeure event for a period of more than 60 (sixty) days, you may terminate these Terms of use With immediate effect on notice in writing to the Company In such circumstances, neither Party shall have any claim against the other arising from the termination of these Terms of Use by a Party in accordance with this clause 20.3.

21. DISCOUNT COUPON PROMOTIONS TERMS AND CONDITIONS

21.1 The online discount coupon promotion is valid for the dates of the relevant (current) active promotion

21.2 Client will obtain product in store, and take it to the cashier.

21.3 The cashier will scan the product, and a ‘Pop up window’ will appear when it picks up the product code, asking the client whether they have a voucher and if so, to show the code (SMS or email).

21.4 Cashier can then add the unique code in the pop-up window.

21.5 The discount amount will be taken off the total amount when the client needs to pay.

21.6 Should the client return the product, they will only get the refund on the amount paid (should a refund be granted).

21.7 The till slip will then show the amount saved at the bottom.

21.8 Normal product specific guarantees will still be issued as normal.

21.9 Voucher codes not valid on lay-by items.

21.10 Should a client buy more than one product on promotion (for example 5 individual products, the cashier will be able to add the 5 unique product codes if the client presents the cashier with these unique codes. CashPos will pick up in the back-end if there’s a product coupon attributed to this specific product or not).
22. ADDITIONAL TERMS AND CONDITIONS RELATED TO:

22.1 BLACK FRIDAY PROMOTIONS OFFERED BY CASH CRUSADERS STORES

22.1.1 Black Friday deal stocks are very limited and stock is expected to sell out fast.
22.1.2 Stock levels vary per store.
22.1.3 Deals advertised are valid only while stocks last.
22.1.4 We regret no reservations are allowed over Black Friday weekend.
22.1.5 We reserve the right to limit quantities to one per customer.
22.1.6 No dealers.
22.1.7 No layby's accepted on Black Friday deals.
22.1.8 As with all TV purchases, a valid TV License is required.

22.2 NEWSLETTER SIGN UP COMPETITION TERMS AND CONDITIONS

22.2.1 The winner will be determined by random selection.
22.2.2 Cash Crusaders' decision is final.
22.2.3 The winner will need to collect their prize from their nearest Cash Crusaders store - no alternative arrangements will be made.
22.2.4 Employees or Family members of those employed by Cash Crusaders are not eligible for entry.
22.2.5 Please note that by subscribing to our Newsletter, you opt in to receive marketing communication for upcoming promotions and campaigns hosted by Cash Crusaders and Doogee South Africa.
22.2.6 Cash Crusaders will not share your personal information with any third party entities.