

## **1. COPYRIGHT**

**1.1 Mphoto and or exposuregallery.co.za (registration number 1999/009474/07),1st Floor, New Market Junction, Dorset St, Cape Town, 8001. All rights not expressly granted are reserved. To obtain permissions for the commercial use of any content on this site contact e-mail Site Manager on [www.exposuregallery@zsd.co.za](mailto:www.exposuregallery@zsd.co.za) 1.2 Users may download, view and print content from this site for private and non-commercial purposes only.**

**1.3 All moral rights of exposuregallery.co.za and its employees/agents are reserved.**

**1.4. exposuregallery.co.za cannot screen or edit all the content available from site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform exposuregallery.co.za of any content that may be offensive or illegal.**

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## **2. INTELLECTUAL PROPERTY RIGHTS**

**2.1 All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to exposuregallery.co.za and as such are protected from infringement by local and international legislation and treaties.**

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## **3. ELECTRONIC COMMUNICATIONS**

**3.1 When a user visits exposuregallery.co.za or sends e-mails to exposuregallery.co.za, that user consents to receiving communications from exposuregallery.co.za electronically and agrees that all agreements, notices, disclosures and other communications sent by exposuregallery.co.za satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".**

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## **4. HYPERLINKS**

**4.1 No person, business or web site may link to any page on this site without the prior written permission of exposuregallery.co.za.**

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## **5. FRAMING**

**5.1 No person, business or website may frame this site or any of the pages on this site in any way whatsoever.**

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## **6. SPIDERS AND CRAWLERS**

**6.1 No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of exposuregallery.co.za.**

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## **7. DISCLAIMER**

**7.1 Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither exposuregallery.co.za nor any of its representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, exposuregallery.co.za makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to [exposuregallery@zsd.co.za](mailto:exposuregallery@zsd.co.za).**

**7.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with exposuregallery.co.za that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.**

**7.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of exposuregallery.co.za and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.**

**7.4 All items purchased from exposuregallery.co.za are made pursuant to agreements with shipping and delivery agents and risk of loss pass from exposuregallery.co.za to such agents upon delivery of any item to such carrier.**

**7.5 Neither exposuregallery.co.za nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.**

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## **8. COSTS**

### **8.1 Prices:**

**8.1.1 The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed.**

### **8.2 Shipping Costs:**

**8.2.1 The cost of shipping within the borders of South Africa is determined as follows:**

**8.2.1.1 If the volumetric weight of the goods is less than 5kg shipping will cost R90.00. Every volumetric kilogram thereafter will be charged at R14.00.**

**8.2.1.2 The amount due is calculated automatically when the order is created.**

### **8.3 Value Added Tax:**

**8.3.1 Value added tax at the rate of 14% is charged on goods bought by South African residents. All prices include value added tax at the rate of 14%**

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## **9. DELIVERIES**

### **9.1 Only inside the borders of South Africa**

**9.1.1 All items available now on the [exposuregallery.co.za](http://exposuregallery.co.za) site have an delivery time of between 3 to 6 working days, depending on final delivery address:**

### **9.2 Delays and cancellations**

**9.2.1 [www.exposuregallery.co.za](http://www.exposuregallery.co.za) makes every effort to assure that the information supplied on the site is accurate. Where delays and out of stock situations occur, every effort will be made to inform the buyer.**

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## **10. PAYMENT METHODS**

### **10.1 Credit card payments.**

**10.1.1 At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.**

**10.1.2 Payment is only collected when the order is completed and the goods shipped.**

**10.1.3 Note that to protect its own and the interests of customers, exposuregallery.co.za scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Mphoto are not satisfied with its legitimacy.**

### **10.2 Bank deposit payments.**

**10.2.1 If the buyer selects the 'pay via bank deposit' button, instructions will be given on how to deposit monies into the Mphoto bank account and would it be subject to the following rules:**

**10.2.2 the exact amount must be paid**

**10.2.3 the payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer.**

**10.2.4 no transfers must be made from ATM's**

**10.2.5 no bank deposits are accepted from outside the borders of South Africa.**

**10.2.6 unpaid bank deposit orders are cancelled after five business days.**

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## **11. AGREEMENTS OF SALE**

**11.1 Placing an item in a shopping basket or adding it to a wishlist without completing the purchase cycle does not:**

**11.1.1 constitute an agreement of sale between exposuregallery.co.za and users cannot hold Mphoto and or exposuregallery.co.za liable if such items are not available when the purchase cycle is completed later; and/or**

**11.1.2 constitute an order for such an item; and**

**11.1.3 exposuregallery.co.za may remove such an item from the shopping basket or wishlist if no stock is available.**

**11.2 An agreement of sale between exposuregallery.co.za and a user only comes into effect if and when:**

**11.2.1 a credit card authorisation is received from the issuing bank; or**

**11.2.2 a deposit of an electronic transfer is reflected on Mphoto bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or**

**11.2.3 a direct deposit is reflected on Mphoto bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle.**

**11. Mphoto and or exposuregallery.co.za reserves the right to refuse to accept and/or execute an order without giving any reasons. Mphoto and or exposuregallery.co.za also reserves the right to cancel orders in whole or in part as circumstances dictate. Meltzer Agencies and or exposuregallery.co.za shall only be liable to refund monies already paid by the user.**

**11.4 Mphoto and or exposuregallery.co.za shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Mphoto and or exposuregallery.co.za will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.**

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## **12. STOCK AVAILABILITY**

**12.1 Stocks of all goods on offer are limited. exposuregallery.co.za shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, Mphoto and or. exposuregallery.co.za shall only be liable to refund monies where it is unable to fulfill orders at advertised prices.**

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## **13. SPECIAL OFFERS**

**13.1 Mphoto and exposuregallery.co.za shall not be liable for the sale of items at lower prices if such prices were increased and users and/or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.**

**13.2 If exposuregallery.co.za supplies the wrong product or if the product is in any way faulty or damaged, Figure Fanatix.co.za will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replaced and Meltzer Agencies and or exposuregallery.co.za will refund the purchase price including delivery costs.**

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## **14. GUARANTEE**

**14.1.1 If Mphoto and or exposuregallery.co.za supplies the wrong product or if the product is in any way damaged or faulty as a result of a manufacturing defect, Mphoto and or exposuregallery.co.za will exchange it for the correct one within 14 days of notification by the customer. Mphoto and or www.exposuregallery.co.za will make a reasonable effort to**

exchange the product, but if replacement is not possible Mphoto and or exposuregallery.co.za will refund the purchase price including delivery cost.

Please note: goods are not guaranteed against faults resulting from normal wear and tear.

Goods sold on this website are for adult collectors. These are display pieces and should not be given to children under 13 years of age to play with. Should damages occur due to playing with by children under 13 years of age, we reserve the right to refuse a refund. We reserve the right to insist on the product being returned to Mphoto and or

www.exposuregallery.co.za for inspection before refunds take place. Delivery costs for returns resulting from damaged or faulty goods as a result of a manufacturing defect will be paid for by Mphoto and or exposuregallery.co.za. Mphoto and or exposuregallery.co.za will in all instances arrange for the collection of items by a courier. In the case of a customer returning items because s/he is not satisfied with his/her choice, a collection fee must be paid by the customer before collection is arranged.

**14.1.2 Special offers:** If Mphoto and or exposuregallery.co.za supplies the wrong product or if the product is in any way faulty or damaged, Mphoto and or exposuregallery.co.za will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replaced and we will refund the buyer's purchase price including delivery costs.

**14.1.3** If the user is not satisfied with his/her choice and the product is still in mint condition, the user may return it within 7 days of receipt by the customer and Mphoto and or exposuregallery.co.za will refund the purchase price (excluding delivery costs).

**14.1.4** Note that once opened, the following types of goods will not be accepted for a refund: Action Figures in clam shell or on card packaging will not be eligible for a refund. Electronic goods with flat batteries.

**14.2.** The warranty set forth in point 16.3.1 above will not apply if the product shows evidence of:

**14.2.1** impact, sand, liquid or moisture damage;

**14.2.2** dropping, mishandling, or tampering;

**14.2.3** flat batteries or chemical corrosion;

**14.2.4** damage caused by connected equipment;

**14.2.5** use contrary to the applicable instruction manual

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## **15. GOVERNING LAW**

**15.1** This site is hosted, controlled and operated from the Republic of South Africa and there for governed by South African law.

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## **16. PRIVACY**

**Mphoto and or exposuregallery.co.za fully respects the privacy of its customers. We will never sell, rent or give out your name, details or email address to anyone. We will use your email address to communicate with you about your orders, any specials, newsletters etc.**

**16.1 Mphoto and or exposuregallery.co.za shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:**

**<http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>**

**16.2 Mphoto and or exposuregallery.co.za may electronically collect, store and use the following personal information of Users:**

**16.2.1 name and surname;**

**16.2.2 birth date;**

**16.2.3 gender;**

**16.2.4 country of residence;**

**16.2.5 closest city;**

**16.2.6 non-personal browsing habits and click patterns;**

**16.2.7 e-mail address;**

**16.2.8 IP address; and**

**16.2.9 ID number / passport number.**

**16.3 Mphoto and or exposuregallery.co.za collects, stores and uses the abovementioned information for the following purposes:**

**16.3.1 to greet the User when he/she accesses the exposuregallery.co.za web site;**

**16.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the exposuregallery.co.za website;**

**16.3.3 subject to the User's consent, inform the User about competitions and special offers from exposuregallery.co.za.**

**16.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the exposuregallery.co.za website.**

**16.3.5 to verify the identity of the User when transacting with exposuregallery.co.za.**

**16.3.6 to ensure that the goods are received by the addressee.**

**16.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.**

**16.5 The User may elect not to receive any communications from exposuregallery.co.za.**

**16. Mphoto and or exposuregallery.co.za may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:**

**16.6.1 Mphoto and or exposuregallery.co.za shall not disclose personal information from Users unless the User consents thereto;**

**16.6.2 Mphoto and or exposuregallery.co.za shall disclose information without the User's consent only through due legal process; and**

**16.6.3 Mphoto and or exposuregallery.co.za may compile, use and share any information that does not relate to any specific individual.**

**16.7 Mphoto and or exposuregallery.co.za owns and retains all rights to non-personal statistical information collected and compiled by exposuregallery.co.za.**

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## **17. SECURITY**

**17.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Mphoto and or exposuregallery.co.za suffers any damage or loss.**

**17.2 The user agrees and warrants that its log-in name and password shall:**

**17.2.1 be used for personal use only; and**

**17.2.2 not be disclosed to any third party.**

**17.3 The user allows Mphoto and or exposuregallery.co.za to take all reasonable steps to ensure the integrity and security of the exposuregallery.co.za site and back-office applications.**

**17.4 All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified by SafeShop.**

**17.5 exposuregallery.co.za uses the M-Web SafeShop secure transaction processing technology and infrastructure. This technology is constantly upgraded and maintained. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.**

**17.6 The SafeShop shopping basket and payment processor is authenticated by means of a VeriSign Digital certificate, that enables you to check that your browser really is connecting to the SafeShop infrastructure and not some other server of unknown nature.**

**17.7 Mphoto and or exposuregallery.co.za never has any sight or record of your Credit/Debit card number. This information is passed directly from you to your bank via a secure**

encrypted connection and is not stored at any time by either [exposuregallery.co.za](http://exposuregallery.co.za) or SafeShop.

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## **18. CHANGES TO AGREEMENT**

**18.1** Mphoto and or [exposuregallery.co.za](http://exposuregallery.co.za) may, in its sole discretion, change this agreement or any part thereof at any time without notice.

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## **19. DISPUTES**

**19.1** In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of [exposuregallery.co.za](http://exposuregallery.co.za), then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English.

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## **20. DOMICILIUM**

**20.1** Mphoto and or [exposuregallery.co.za](http://exposuregallery.co.za) chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature,

54 Newmarket street, Saltriver, Cape Town, 8001

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## **21. TERM AND TERMINATION**

**21.1** This agreement shall commence when the user registers on the [exposuregallery.co.za](http://exposuregallery.co.za) site and continues indefinitely until terminated by [exposuregallery.co.za](http://exposuregallery.co.za) in terms of clause 17 hereto or for any other reason.