

Springnest Terms and Conditions ("Terms")

These terms and conditions are applicable to your use of the Website (as defined in section 1 below) contains exclusions and limitations of the liability of Springnest and its affiliates and imposes legal obligations on you. By using this Website you indicate your acceptance of and agreement to these Terms. If you do not agree, please refrain from using the Website or any content, data or information displayed or made available on it. Please read these Terms carefully, especially the provisions of sections 9, 12, 13 and 14. It is suggested that you print a copy of these Terms and keep it for your records.

1. Definitions

1. In these Terms:

1. "Client Websites"
 2. means websites that are developed by Subscribers or websites developed by us for Subscribers in order to use the Services (as the case may be). These websites can be accessed at any domain that the Subscriber owns, or on a subdomain of the Website (as the case may be);
 3. "ECT Act"
 4. means the Electronic Communications and Transactions Act 25 of 2002;
 5. "We", "our", "us", and "Springnest"
 6. means Springnest, a division of Travelnest Marketing (Pty.) Ltd., a private company incorporated in accordance with the laws of the Republic of South Africa, with company registration number 2014/004589/07 and whose registered office is at 12 Dawn Close, Eversdal, 7500, South Africa;
 7. "you", "your" and "users"
 8. means any person who makes use of the Website and registers to use the Services. For the avoidance of doubt, users include Subscribers;
 9. "use"
 10. means to use, access, refer to, view or make use of the Services;
 11. "The Platform"
 12. means a collection of web applications that can be used to create, modify, and present Subscriber Content on the Internet;
 13. "Privacy Policy"
 14. means the privacy policy adopted by us and which is accessible on <http://springnest.com/privacy/>;
 15. "Services"
 16. means the services made offered and available by us via the Website which includes, amongst other things:
 1. the designing and development of websites;
 2. uploading Subscriber Content on behalf of Subscribers;
 3. the hosting of websites; and
 4. any other service which may be made available by us via the Website from time to time.
 17. "Subscriber Content"
 18. means Content (as defined in paragraph 3.1 below) supplied by a Subscriber to us for the purposes of providing the Services;
 19. "Subscriber"
 20. means a paying customer of Springnest in accordance with these Terms; and
 21. "Website"
 22. means the website, including (without limitation) Springnest's blog, which is accessible at springnest.com.
2. Any words or phrases not defined in these Terms but defined in the ECT Act will bear the same meaning given to them in the ECT Act.
 3. A copy of the ECT Act can be viewed and downloaded at <http://www.polity.org.za/article/electronic-communications-and-transactions-act-no-25-of-2002-2002-01-01><http://www.polity.org.za/pdf/ElectronicCommunications.pdf>. It is your responsibility to ensure that the copy downloaded is the most recent version of the ECT Act.
 4. Any reference to "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers and suppliers.
 5. As stated in bold at the top of these Terms, by accessing the Website and/or by using the Services (as amended and updated from time to time), you agree to be bound by these Terms.

2. Your agreement to comply with these Terms

1. When accessing the Website, you enter into a legally binding contract with Springnest upon the terms and conditions of these Terms.

2. If you do not agree to any term or condition of these Terms, the Privacy Policy, any policies, or any subsequent changes thereto or become dissatisfied with us, the Website or the Services, you must not make use of the Website and/or the Services and contact us using the contact details provided in paragraph 21 below.
 3. These Terms and the other policies (including but not limited to the Privacy Policy) posted on the Website constitute the complete and exclusive understanding and agreement between you and we and govern your use of the Services and the Website superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.
 4. The Terms and any additional document we incorporate by reference shall apply to you when you use the Website and/or any part of the Services.
 5. These Terms may be updated by us at any time in our sole discretion. We may send you notice of such changes to the Website or the Terms. You may choose to either accept the changes before they apply or to end your use of the Services.
 6. You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on +27 21 910 0117 or send us an email to info@springnest.com.
3. What do these Terms regulate?
1. These Terms apply to all visitors to the Website, including, but not limited to members of the public or legal entities accessing the Website for information purposes, members of the public or legal entities submitting advertisements, comments, files, images, videos, sounds, business listings and/or information, and/or any other material or data ("Content"), web search engines and data and/or information aggregators.
 2. We provide a collection of online resources on which you can submit and display Content and through which you can access forums and the Platform (collectively, the "Services"). Your access and/or use of the Website and the Services are subject to these Terms.
4. Collection of Personal Information
1. We collect personal information from you. We will handle the collection, processing and storage of your personal information in accordance with our privacy policy further described in our Privacy Policy accessible at <http://springnest.com/privacy/>.
 2. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our Privacy Policy.
5. Accessing and the use of the Services
1. We provide the Platform and/or forum venue that allows our users, who comply with these Terms, to create, modify and request us to upload Subscriber Content on Client Websites.
 2. Users may also be able to offer, sell, and buy products and services listed on the Website.
 3. Although you may be able to conduct payment and other transactions through the Website using third-party vendors, we are not in any way involved in such transactions. We are not a party to such transactions and have no control over any element of such transactions.
 4. Content, including Subscriber Content, is provided by users and we do not control, and are not responsible for Content, the Subscriber Content, messages between users, including without limitation e-mails outside our e-mail system or other means of electronic communication, whether through the Website, the Client Website or another Third Party Website (defined below). We do not pre-screen or approve any Content, but we reserve the right, in our sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Services. The Website and Content available through the Website may contain links to other third party websites ("Third Party Websites"), which are completely unrelated to us or our Services. Subject to the provisions of the ECT Act and as far as the law allows, your use of Third Party Websites or products or services of third parties is entirely at your own risk. If you link to Third Party Websites, you may be subject to those Third Party Websites's terms and conditions and other policies.
 5. We do not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with user Content. You will not make (and may not permit any third party to make) any reference to us and the Website, whether by link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation, or recommendation by us in relation to you or a third party or the services, products or opinions of a third party, without our prior written consent.
 6. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and we may, at our sole discretion, remove any infringing Content if properly notified that such Content infringes on another's intellectual property rights.
6. Submitting Content
1. You acknowledge and agree that you are solely responsible for your own Content (including Subscriber Content) posted on, transmitted through, or linked from the Services and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you (or Content we create or upload on your request as the case may be) upload or create, email or otherwise make available via the Services. In connection with such Content posted on, transmitted through, or linked from the Services by you, you affirm, acknowledge, represent, and warrant that:
 1. you own or have the necessary licenses, rights, consents, and permissions to use such Content on the Services and Website (including without limitation, all patent, trade mark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorise us to use

- such Content to enable inclusion and use of the Content in the manner contemplated by the Services, the Website and these Terms; and
2. you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Services, the Website and these Terms.
2. For clarity, you retain all intellectual property rights in and to your Content, however, by submitting the Content to us, you hereby grant to us an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Website and our (and its successors') business, including, without limitation, for the purpose of promoting and redistributing part or all of the Website and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required in order to host and display your Content.
 3. You expressly agree not to post, email, or otherwise make available Content:
 1. that violates any law;
 2. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant us all of the license rights granted herein;
 3. that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 4. that is harmful, abusive, unlawful, threatening, harassing, defamatory, pornographic, libelous, invasive of another's privacy or other rights, or harms or could harm minors in any way;
 5. that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 6. that violates any employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.
 7. that includes personal or identifying information about another person without that person's explicit consent;
 8. that impersonates any person or entity, including, but not limited to, any of our employees, or falsely states or otherwise misrepresents an affiliation with a person or entity;
 9. that constitutes or contains any form of advertising or solicitation if:
 1. posted in areas or categories of the Website which are not designated for such purposes; or
 2. e-mailed to users who have requested not to be contacted about other services, products or commercial interests;
 10. that includes links to commercial services or Third Party Websites, except as specifically allowed by us;
 11. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 12. that disrupts the normal flow of dialogue with an excessive number of messages ("flooding attack") to the Services, or that otherwise negatively affects other users' ability to use the Services; or
 13. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Services.
 4. Additionally, you agree not to:
 1. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, or to "stalk" or otherwise harass anyone;
 2. make any libelous or defamatory comments or postings to or against anyone;
 3. collect personal information (as defined in the Privacy Policy) or data about other users or entities for commercial or unlawful purposes;
 4. attempt to gain unauthorised access to computer systems owned or controlled by us or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services or the Website.
 5. use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of our "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation.
 6. use any automated device or software that enables the submission of automatic postings on the Website without human intervention or authorship (an "automated posting device"), including,

without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals.

5. We reserve the right to remove any Content without prior notice. We may also terminate your access to the Website if you are determined to be a repeat infringer. A repeat infringer is a user who has been notified of an infringing activity more than twice and/or has had a user submission removed from the Website more than twice. Further, at our sole discretion, we reserve the right to decide whether any Content is appropriate and complies with these Terms for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene, libelous, or defamatory material, or excessive length. We may remove such Content and/or terminate a user's access for uploading such material in violation of these Terms at any time, without prior notice and at our sole discretion.
6. You are permitted to create a hyperlink to the home page of the Website so long as the link does not portray us, our employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive matter. You also agree to ensure that any hyperlink to the home page of the Website is clearly visible. We may offer parts of the Services in RSS format for the purpose of embedding individual RSS feeds into a personal website or blog, or view postings through third party software news aggregators.
7. We reserve all rights in and to the content of any RSS feeds provided through the Services and may terminate any RSS feed at any time without notice. Use of the Services beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Services or any Content made available via the Services for other purposes (including commercial purposes) not stated herein, you must first obtain a license from us.
8. You understand that when using the Website, you will be exposed to Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, defamatory or libelous.

7. Paid Services

1. We may charge a fee to post Content on the Website ("Paid Services"). The fee permits your Content to be posted in a designated area of the Website. Each party posting Content is responsible for the said Content and compliance with these Terms.
2. In order to register for the Paid Services, Subscribers will be required to provide us with a preferred email address and password ("Access Details"). Subscribers will use their Access Details when logging on to use the Services and access the Platform. Subscribers will be responsible for keeping their Access Details secret in order to prevent unauthorized use by another person. To the extent allowed by law, Subscribers will be responsible for any loss or damage you may suffer should any person use the Services using their Access Services. Subscribers agree to notify us immediately should they suspect that another person has obtained access to their Access Details or if they are aware of any unauthorized use of their Access Details.

Note

This paragraph 7.b. constitutes an assumption of risk, liability, or both, by Subscribers and places various legal responsibilities on Subscribers to ensure that Subscribers keep their Access Details secret. This paragraph 7.b may also limit Subscribers' rights and remedies against us if they do not keep their Access Details secret or do not notify us when they have any reason to think that they are not secret.

1. Any such fees paid hereunder are non-refundable in the event any Content is removed from the Services for violating these Terms. You can view our standard fees on our Website accessible on <http://springnest.com/pricing/>. The fees may be subject to amendment depending on the contract between you and us for the Paid Services. If you choose to enter into a contract with us as a Subscriber for Paid Services, you may be required to enter into separate terms and conditions for such Paid Services. If a contract is entered into between you and us for Paid Services, unless otherwise agreed between you and us, either you or us will be entitled to cancel the contract on one month's prior written notice to the other party. In these circumstances, you will no longer be able to access the Content posted in the designated area of the Website.

8. Intellectual Property Rights

1. The Website and the Services are protected by law. This incorporates all intellectual property rights in respect of the Website and the Services, including all rights, title and interest (statutory and common law) in copyright, designs and trademarks, and inventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited.
2. You will not acquire any right, title or interest, including any intellectual property rights, in or to the Website or the Services (the "Materials") other than those rights expressly granted to you in these Terms. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein.
3. Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

4. You further agree not to reproduce, duplicate or copy Content or Materials from the Services, and agree to abide by any and all copyright notices and other notices displayed on the Services. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Services.

9. Indemnity

1. As far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:
 1. your use of and access to the Website and/or the Services;
 2. your violation of any term of these Terms;
 3. your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or
 4. any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Services and the Website.

Note

This section 9 constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which we will have towards you and other persons. This section 9 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you.

10. No spam policy

1. You understand and agree that sending unsolicited email advertisements or other unsolicited communications to our email addresses or through our computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time we may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in our e-mail system. Any communication between yourself and any other user utilising the communication features available on the Services and the Website may be used only in accordance with the Terms. Any unauthorized use of our computer systems is a violation of these Terms and certain laws.

11. Dealings with organisations and individuals

1. You acknowledge and agree that we shall not be liable for your interactions with any organisations and/or individuals on the Website or through the Services. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organisations and/or individuals. These dealings are solely between you and such organizations and/or individuals.
2. If there is a dispute between participants on the Website, or between users and any third party, you understand and agree that we are under no obligation to become involved in such dispute. In the event that you have a dispute with one or more other users, you hereby release us, our officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Services.

12. Limitation and termination of Services

1. You acknowledge and agree that we may establish limits from time to time concerning use of the Services, including among others, the maximum number of days that Content will be maintained or retained by the Services, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Services, and the frequency with which you may access the Services or the Website.
2. You acknowledge and agree that we have no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website or the Services. We reserve the right at any time to modify or discontinue the Services (or any part thereof) with or without notice and that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

Note

This paragraph 12.b. constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which we will have towards you and other persons. This paragraph 12.2 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you.

1. You acknowledge and agree that we, in our sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Services (or any part thereof), immediately and without notice, and remove and discard any Content within the Services, for any reason or no reason at all, including, without limitation, if we believe that you have violated these Terms. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Website or the Services. Further, you agree not to attempt to use the Services after any such termination.
2. No provision of these Terms (or any contract governed by these Terms):
 1. does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person

acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

2. requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
3. limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act, 2008 (to the extent applicable) or which we give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

13. Disclaimer of Warranties

1. You expressly acknowledge and agree that use of the Website and the Services is entirely at your own risk and that the Website and the Services are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. As far as the law allows, we, our officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof. We make no warranties or representations about the accuracy or completeness of the Website's content or the content of any third party websites linked to the Website and assumes no liability or responsibility for any:
 1. errors, mistakes, or inaccuracies of content;
 2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website and services;
 3. any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein;
 4. any interruption or cessation of transmission to or from the Website. For the avoidance of doubt, you acknowledge the delivery of the Service is dependent on your Internet service provider network and infrastructure;
 5. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, and/or
 6. any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, communicated, transmitted, or otherwise made available via the Website or the Services.
2. We do not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or services through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Note

This section 13 constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which we will have towards you and other persons. This section 13 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you.

14. Limitation of Liability

1. In no event shall we, our officers, directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if we have been advised of the possibility of such damages), resulting from any aspect of your use of the Website or the Services, including without limitation whether the damages arise from use or misuse of the Website or the Services, from inability to use the Website or the Services, or the interruption, suspension, modification, alteration, or termination of the Website or the Services.
2. Such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or the Services or any links on the Website, as well as by reason of any information, opinions or advice received through or advertised in connection with the Website or the Services or any links on the Website.
3. These limitations shall apply to the fullest extent permitted by law and subject to paragraph 20.4, you specifically acknowledge and agree that we shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you.

Note

This section 14 constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which we will have towards you and other persons. This section 14 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you.

15. Assignment

1. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any assignment or transfer by you shall be null and void.

16. Ability to accept terms of services

1. This Website is intended only for adults. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter

into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

17. Successors and assigns

1. These Terms shall inure to the benefit of and be binding upon each party's successors and assigns.

18. Violation of terms

1. Please report any violations of the Terms (including the Privacy Policy) that you become aware of by contacting us using the link at the bottom of the Springnest homepage at springnest.com. Any failure to act by us with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.

19. Variation of certain deeming provisions in the ECT Act

1. By using the Website and/or the Services, you agree that these Terms create a binding contract between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:
 1. the contract will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website;
 2. an electronic signature is not required by you or us for purposes of agreeing to these Terms;
 3. your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;
 4. any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
 5. subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and
 6. subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message.

20. Interpretation and miscellaneous provisions

1. Unless the context provides otherwise or it is expressly stated to the contrary, the Terms and the relationship between us shall be governed by the laws of the Republic of South Africa. You and we agree to submit to the personal and exclusive jurisdiction of the courts located in Cape Town. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.
2. The termination of any contract created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
3. If these Terms (or any contract governed by these Terms) or the Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act No 68 of 2008, as may be amended from time to time (the "Consumer Protection Act"), it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

21. How to contact us

1. If you have questions about these Terms or our Privacy Policy, please contact us on +27 21 910 0117 or at info@springnest.com.

22. Printable Version

1. A printable version of this document can be downloaded at http://static.springnest.com/springnest_terms_compact.pdf. The printable version does not supersede the online version found at <http://springnest.com/terms>, and is provided as a convenience.

23. Changes to the Terms

1. 13 November 2012 - Original Terms and Conditions made available.
2. 14 May 2014 - Updated Springnest's holding company from "The Journey Tourism Consulting and Management Proprietary Limited" with registration number "2004/026735/07" to "Travelnest Marketing Proprietary Limited" with registration number "2014/004589/07".
3. 14 May 2014 - Updated the Springnest phone number from +27 21 979 1984 to +27 21 910 0117.
4. 14 May 2014 - Added compact printable version of this document under Section 22. This change moved the "Changes to the Terms" Section from number 22 to 23.