



1. DISCLAIMER

1.1 Save as provided for in sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, PlanetParent shall not 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, PlanetParent makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site is free from errors or omissions or that the service will be uninterrupted.

1.2 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 themselves that this web site will be compatible with the user's hardware and/or software.

1.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of PlanetParent, and is made available without any warrant whatsoever, whether express or implied.

1.4 Neither PlanetParent nor any of its employees, agents or representatives shall be liable for any any loss, injury or damages, whether direct, indirect, incidental, special or consequential, from any cause arising, sustained as a result of use or inability to use the website, and/or any products and/or or services which may be offered on this web site.

1.5 The views expressed in the Site content areas including the Articles, Directory, What's on, Ask the experts and Have your say are the views of users of the website and not that of PlanetParent. Although attempts have been made to monitor the use of words on the website which in the sole opinion of PlanetParent are vulgar and inappropriate, users acknowledge that certain words and/or material may be displayed on the website which users may find offensive. Users specifically acknowledge their responsibility to bring such words and/or material to the attention of PlanetParent. PlanetParent reserves the right to remove such words and/or material from the website, (i) should it in its sole and unfettered opinion deem such words and/or material to be offensive, and (ii) within 7 (seven) working days of being so advised by the offending user, in writing.

1.6 All users hereby indemnify PlanetParent, its employees, agents or representatives against any loss, injury or damages, whether direct, indirect, incidental, special or consequential, from any cause arising, sustained by them as a result of any posting on the website.

2. INTELLECTUAL PROPERTY RIGHTS

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 PlanetParent and as such are protected from infringement.

3. COPYRIGHT

Copyright 2008 © PlanetParent, 5th Avenue 19, Melkbosstrand, Cape Town, South Africa, 7441. All rights not expressly granted are reserved.

4. ELECTRONIC COMMUNICATIONS

When a user visits this site or sends e-mails to PlanetParent, that user consents to receiving communications from PlanetParent electronically.

5. HYPERLINKS

No person, business or web site may link to any page on this site without the prior written permission of PlanetParent.

6. FRAMING

No person, business or web site may frame this site or any of the pages on this site without the prior written permission of PlanetParent.

7. SPIDERS AND CRAWLERS

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 PlanetParent.

8. PRODUCTS & SERVICES

PlanetParent's Internet products and services, subject to availability at the discretion of PlanetParent are only available in the Republic of South Africa, unless specifically arranged otherwise in writing.

9. GOVERNING LAW

This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

10. PRIVACY

10.1 This site may collect personal information from users, which information shall not be disclosed to any third party unless agreed upon between the user and PlanetParent or through due legal process.

10.2 Personal information is defined as the information specific to the user provided to PlanetParent over the Internet or any other channel. It includes, inter alia, personal data such as to the information entered by a user to answer questions posed on the site and/or via e-mail and/or personal banking data.

11. SECURITY

11.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorized access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that PlanetParent suffers any damage or loss.

11.2 The user agrees and warrants that their username and password shall be used for personal use only and shall not be disclosed to any third party.

11.3 The user allows PlanetParent to take all reasonable steps to ensure the integrity and security of the PlanetParent site.

12. CHANGES TO AGREEMENT

PlanetParent may, in its sole discretion, change this agreement or any part thereof at any time and without notice.

13. DOMICILIUM

PlanetParent 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, at 5th Avenue 19, Melkbosstrand, Cape Town, South Africa, 7441.

14. TERM AND TERMINATION

This agreement shall commence when the user accesses the website and will continue indefinitely until terminated by PlanetParent.

15. GENERAL INFORMATION

15.1 PlanetParent.

15.2 Contact person: Petro Pretorius

15.3 Contact details: e-mail – petro@planetparent.co.za; Tel. No. - (021) 553 5193, ; Postal Address: P.O. Box 240, Melkbosstrand, South Africa, 7437.

15.4 Web site address: <http://www.planetparent.co.za> and <http://www.moederskip.co.za>

CONSUMER PROTECTION

1 A supplier offering goods or services for sale or an electronic transaction must make the following information available to consumers:

1.1 Its full name and legal status;

1.2 its physical address and telephone number;

1.3 its web site address and e-mail address;

1.4 membership of any self-regulatory or accreditation bodies to which that

- supplier belongs or subscribes and the contact details of that body;
- 1.5 any code of conduct to which that supplier subscribes and how that code of conduct may be accessed electronically by the consumer;
 - 1.6 in the case of a legal person, its registration number, the names of its office bearers and its place of registration; the physical address where that supplier will receive legal service of documents;
 - 1.7 a sufficient description of the main characteristics of the goods or services offered by that supplier to enable a consumer to make an informed decision on the proposed electronic transaction;
 - 1.8 the full price of the goods or services, including transport costs, taxes and any other fees or costs;
 - 1.9 the manner of payment;
 - 1.10 any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically by consumers;
 - 1.11 the time within which the goods will be dispatched or delivered or within which the services will be rendered;
 - 1.12 the manner and period within which consumers can access and maintain a full record of the transaction;
 - 1.13 the return, exchange and refund policy of that supplier;
 - 1.14 any alternative dispute resolution code to which that supplier subscribes and how the wording of that code may be accessed electronically by the consumer;
 - 1.15 the security procedures and privacy policy of that supplier in respect of payment, payment information and personal information;
 - 1.16 where appropriate, the minimum duration of the agreement in the case of agreements for the supply of products or services to be performed on an ongoing basis or recurrently; and
 - 1.17 the rights of consumers in terms of section 44, where applicable.

2 The supplier must provide a consumer with an opportunity—

- 2.1 to review the entire electronic transaction;
- 2.2 to correct any mistakes; and
- 2.3 to withdraw from the transaction, before finally placing any order.

3 If a supplier fails to comply with the provisions of subsection (1) or (2), the consumer may cancel the transaction within 14 days of receiving the goods or services under the transaction.

4 If a transaction is cancelled in terms of subsection (3)—

- 4.1 the consumer must return the performance of the supplier or, where applicable, cease using the services performed; and
- 4.2 the supplier must refund all payments made by the consumer minus the direct cost of returning the goods.

5 The supplier must utilize a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned.

6 The supplier is liable for any damage suffered by a consumer due to a failure by the supplier to comply with subsection (5).