

Terms & Condition - Customer Sign Up

Welcome to Tapsnapp (PTY) LTD

These terms and conditions outline the rules and regulations for the use of Tapsnapp (PTY) LTD's Website.

Tapsnapp (PTY) LTD is located at:

Sandton , Johannesburg, Gauteng - 2191, South Africa

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use Tapsnapp (PTY) LTD's website if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of South Africa. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same Cookies. We employ the use of cookies. By using Tapsnapp (PTY) LTD's website you consent to the use of cookies in accordance with Tapsnapp (PTY) LTD's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies. License Unless otherwise stated, Tapsnapp (PTY) LTD and/or it's licensors own the intellectual property rights for all material on Tapsnapp (PTY) LTD. All intellectual property rights are reserved. You may view and/or print pages from <https://www.tapsnapp.co> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from <https://www.tapsnapp.co>

Sell, rent or sub-license material from <https://www.tapsnapp.co>

Reproduce, duplicate or copy material from <https://www.tapsnapp.co>

Redistribute content from Tapsnapp (PTY) LTD (unless content is specifically made for redistribution).

Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites,

online directory distributors;

internet portals;

accounting, law and consulting firms whose primary clients are businesses; and

educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to info@tapsnapp.co.

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

By use of our corporate name; or

By use of the uniform resource locator (Web address) being linked to; or

By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Tapsnapp (PTY) LTD's logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury resulting from negligence;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or

exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

Copyright Protection

The photography images used and uploaded on the main site belong to the respective photographers who owns them. Any usage or reproduction of the images outside of Tapsnapp requires permission in writing. Any form of hot-linking images to external sites is strictly prohibited.

Services

Tapsnapp is a marketplace-driven platform to help customers match with photographers by speciality and location. Tapsnapp does not itself provide the services but instead we facilitate the services and it is up to the photographers to accept the services as requested. The risk of hiring the photographer is your responsibility to bear and not Tapsnapp. Tapsnapp cannot control how the photographers operate nor their behaviour. Therefore, Tapsnapp cannot guarantee the quality of service requested and cannot be held liable for any bookings that do not meet the requirements or expectations.

Registration

In order to use the Tapsnapp platform you will be required to sign-up. In order to provide the best service from Tapsnapp and from the photographer, ensure to provide the most accurate and up to date information available. Usage of the platform requires that you are older than the age of 18.

Service Change

Tapsnapp reserves the right to change, modify or cancel services without notice. You agree that Tapsnapp will not be liable if the changes are applied or cancelled.

Marketplace Matching

Tapsnapp provides a service matching photography needs to photographers by location. Tapsnapp endeavours to provide the best match possible but it is not always possible therefore the platform will provide the closest match or the recommendation would be to not initiate the service if the match is not close enough. Tapsnapp also reserves the right to change the match if a better recommendation is available after booking or if the initial

choice of photographer cancels the booking for any reason. Tapsnapp will use all available channels to notify you if any change in bookings occur.

Non-Circumvention

All bookings initiated through Tapsnapp must remain within Tapsnapp. This will ensure the best possible quality of service and if communication to the photographer is initiated outside of Tapsnapp after initial contact or booking through Tapsnapp may be liable for a warning or account suspension.

Payment Terms

Payments are structured so that payments are done first before any bookings. The payments are held with Tapsnapp and the photographer will be expected to deliver the service as stipulated. Once you receive the service and notify Tapsnapp, with due notice, money is then released to the photographer. This will ensure the best possible quality of service and protects you from service not being delivered and as such can request the service again or receive full refund.

Orders

The orders can be initiated online with a minimum of 48 hours notice. It is the obligation of the photographers to provide their responses as quickly as possible but no obligation to do so. When bookings are initiated and paid for, the photographer will be automatically booked. When the payment is done, the photographer chosen is obligated to provide the service stipulated. It is the responsibility of the customer to ensure the service has been rendered and provide feedback within 48 hours if there's any dispute. If no dispute or feedback in 48 hours, it is assumed the services rendered are within the requirements and the payments to the photographer will be initiated.

Credit & Contact Information

Any information or queries regarding the terms of uses can be directed to info@tapsnapp.co

- 1. Tapsnapp cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Tapsnapp, its employees, agents or authorised representatives.**
- 2. TAPSNAPP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**
- 3. YOU HEREBY INDEMNIFY TAPSNAPP AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

Changes to these Terms and Conditions

1. Tapsnapp may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

Availability and termination

1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
2. **Tapsnapp may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Tapsnapp will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
3. **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
4. **Tapsnapp is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Tapsnapp to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Tapsnapp, in whole or in part, on notice to you. Tapsnapp shall only be liable to refund monies already paid by you (see Tapsnapp's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.**
5. At any time, you can choose to stop using the Website, with or without notice to Tapsnapp.

Governing law and jurisdiction

1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
2. In the event of any dispute arising between you and Tapsnapp, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
3. Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.