

# **TERMS AND CONDITIONS**

## **1. Detailed description of services**

Welcome to "The Only Social Club".

The Only Social Club CC ("The Only Social Club") is a personalised matchmaking dating business that markets, facilitates and renders a personalised matchmaking dating services. The Only Social Club assists in helping you to look for that long term partner, long term companion. The Only Social Club is a singles introduction service, catering to the singles market. The Only Social Club is not a name and numbers game, an online personals, online dating service or internet dating service. The Only Social Club is a professional, selective and discreet matchmaking/dating service. The Only Social Club facilitate matchmaking that is done in a personalized manner, and relationship guidance is given. The Only Social Club embodies Confidentiality and Integrity. The Only Social Club is based on its discretion, security confidentiality and integrity which are guaranteed. The Only Social Club realises the sensitivity required when it comes to the issues of singles wanting to be on the dating scene, meeting new people with the prospect of finding your soul-mate/life partner – that somebody special.\*\* The Only Social Club for corporate dating, is an exclusive matchmaking service. The Only Social Club.co.za is a Cape Town Company. Before registering for the Service of The Only Social Club, read the Agreement carefully. This is a legal agreement ("Agreement") between you and the Company. By using The Only Social Club website and becoming a registered user of the Service (a "Registered User"), you agree to be bound by the terms and conditions of this Agreement (the "Terms") for as long as you continue to be a Registered User. Read the Terms and Conditions of Service and indicate your acceptance of them by following the instructions of the registration process. Do not register for the service, if you do not agree to the terms. Effective upon notice to you upon posting by the Company on the website, the Terms may be modified by and are subject to change by the Company at any time, any use of the Service after such notice will constitute acceptance by you of such changes.

## **2. Terms of Use**

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of The Only Social Club website located at the domain name [www.theonlysocialclub.co.za](http://www.theonlysocialclub.co.za) ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website. For the purposes of this Agreements terms like "our", "we" and/or "us" shall mean The Only Social Club.

## **3. Website Contents**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to the web content, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologize for any inconvenience this may cause you. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of this Website (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by The Only Social Club. This Website and all its Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create

derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software.

#### **4. Comments**

We value the comments, ideas, suggestions and feedback disclosed, submitted or offered by you on, by or in connection with your use of the Website ("Comments"), but please note that The Only Social Club will not be obliged to respond to, maintain or compensate you in any way whatsoever for your Comments. Once disclosed, submitted or offered, your Comments shall become the property of The Only Social Club. The Only Social Club will thus exclusively own all such rights, title and interests in the Comments and shall not be limited in any way in its use, commercial or otherwise, of any of the Comments. You warrant that the Comments disclosed, submitted or offered by you to the Website do not and will not violate any right of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any Comments that will be or will contain any defamatory, unlawful, abusive or obscene material. The Only Social Club disclaim any liability towards any third party regarding your Comments and you shall remain accountable towards any third party regarding the contents of your Comments.

#### **5. Limited License to General Users**

This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of The Only Social Club. The Only Social Club does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant. The User may not frame nor use framing technologies to enclose The Only Social Club Website or the Content nor any part thereof without the express written consent of The Only Social Club. The Only Social Club and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website. The Only Social Club and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate, remove or edit content, organised by The Only Social Club. You represent and warrant that you are Single, by registering as a user of the website.

#### **6. Links to other Websites and services**

This Website may contain links to other websites that are not under the control of The Only Social Club. The Only Social Club has no responsibility for the linked websites nor does it necessarily endorse the linked websites. The Only Social Club provides the links solely for the convenience and information of its Website users.

#### **7. Liability**

You expressly and agree that the use of the Website, specifically including any election by you to provide certain personal information to The Only Social Club, are entirely at your own risk. All info is treated with Confidentiality by The Only Social Club. Neither The Only Social Club nor any of its agents or representatives shall be liable for any direct or indirect special, consequential or other damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and advertised through or on this Website or of any linked website, even if The Only Social Club is expressly advised thereof. Furthermore, The Only Social Club makes no representations

or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website, its servers or email sent from The Only Social Club are free from viruses other harmful components, 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 The Only Social Club. The Only Social Club will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, punitive and consequential damages. This Website is supplied on an "as is" and 'as available' 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 The Only Social Club that the service available from and through this Website will meet the user's individual requirements and be compatible with the user's hardware and/or software. The Only Social Club makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials or products included on this site. You expressly agree that your use of this site is at your sole risk. Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of The Only Social Club and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website. To the full extent applicable by law, The Only Social Club disclaims all representations and warranties, express or implied, including but not limited to warranties as to the availability, accuracy or content of information, products or services, and warranties of merchantability or fitness for a particular purpose of information, goods or services. You agree to defend, indemnify and hold The Only Social Club harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Website. You furthermore agree that if you intend to complain, make a claim or take legal proceedings of any kind this action will be against The Only Social Club and no other involved party with the exception of the private courier.

## **9. Customer Privacy Policy**

The Only Social Club receives and researches various types of information. The Only Social Club makes every effort to protect any Information received by the user. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Only Social Club will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to The Only Social Club through the Internet, or that you expressly or implicitly authorise The Only Social Club to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of The Only Social Club, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions. The Only Social Club requires certain personal information to provide the services required of the Website. The Only Social Club receives and stores all Information the User enters on the Website or gives to The Only Social Club or any other way. The User may choose not to provide certain Information, but that may limit the services that the user may wish to obtain from The Only Social Club. The Only Social Club does not sell or rent personal information about individual members (such as name, address, email address, telephone or fax number) to third parties. We do however once you are a member reserve the right to disclose information regarding a member. How the club will work for you will be explained at the one on one meeting. The Only Social Club may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law. The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Only Social Club uses this

information to determine use of the Website, and to improve Content thereon. The Only Social Club assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation. The Only Social Club aspires to provide first-class service to its customers, which necessitates The Only Social Club providing information to the User regarding new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please contact The Only Social Club. The Only Social Club understands that efficiency and customer care translates to good service. The Only Social Club may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, The Only Social Club will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys. The Only Social Club may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets. The Only Social Club shall take all reasonable steps to protect the personal information of members.

#### **10. Copyright and Intellectual Property**

The Only Social Club provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by The Only Social Club, its affiliates and/or subsidiary, or any other third party owners of such content ("the Content"). Users may download, view and print content from this Website for private and non-commercial use only. All content included on this site such as text, graphics, logos, buttons, icons, images, audio clips, digital downloads, data compilations and software is the property of The Only Social Club or its content suppliers. All further proprietary works, and the compilation of the proprietary works, are also copyright of the Only Social Club and all of the abovementioned is protected by South African and international copyright laws. The Only Social Club reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by The Only Social Club. The material on the website may not be used for any other reason.

#### **11. Governing Law and Country of domicile**

This Website is hosted, controlled and operated from the Republic of South Africa and therefore at all times governed by South African Law. Any dispute will be resolved in Cape Town, South Africa and any proceedings shall take place in the English Language.

#### **12. Disputes**

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 The Only Social Club, 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. Each of the parties hereby irrevocably agrees that the decision of the Arbitrator in arbitration proceedings shall be final and binding on them and may be made an Order of Court to whose jurisdiction the parties to the dispute are subject.

#### **13. General**

If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from this Agreement and shall not affect the enforceability and validity of the remaining items of the Agreement. This Agreement constitutes the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by The Only Social Club shall not be construed as a waiver or variation of any of our rights or remedies. The Only Social Club reserves the right to alter or withdraw any of its members, to refuse its services to any

customer and to amend these conditions on written notice from The Only Social Club at any time. The Only Social Club will not be responsible for any breach of these conditions caused by circumstances beyond its control. If The Only Social Club is informed of any inaccuracies in the material on its website, it will attempt to correct the inaccuracies as soon as possible. The Only Social Club shall not be liable on any account whatsoever in the event that The Only Social Club is prevented from fulfilling its obligations hereunder due in whole or in part to an event or force of majeure which expression shall mean act of God, war, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or any other circumstances beyond its reasonable control; and whether or not within its control, strikes, lock-outs or industrial disputes in relation to The Only Social Club or any other party or any action taken by it in connection therewith or in consequence or the occurrence thereof. In such event The Only Social Club may at its option either suspend performance or cancel the contract in question.

#### **14. Variation**

The Only Social Club reserves the rights to change, modify, add to or remove from portions or the whole of these Terms from time to time in its sole discretion and at any time without notice. Changes to these Terms will become effective upon such changes being posted to this Website. It is your responsibility to periodically check these Terms and should you continue to use the Website following the posting of changes or updates your use will be considered notice of your acceptance to abide by and be bound to these Terms including the changes/updates.

#### **15. Term**

This Agreement will remain in full force and effect while you use the website and/or are a Registered User or member. You may terminate your membership at any time, for any reason, effective upon receipt by The Only Social Club of your written notice for termination. The Only Social Club may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to The Only Social Club. Upon any breach of this Agreement by you which is brought to the Company's attention, the Company reserves the right to immediately suspend or terminate your access to the Service. Due to the breach of this Agreement, you agree that all fees then paid to the Company by you shall be non-refundable. You also agree that you will not be entitled to any refund of unused subscription fees if your agreement is terminated because of your breach, and that fees are non-refundable at any time as membership holds no time constraint as to successful outcomes due to the unquantifiable nature of the industry.

#### **16. Company Information**

This website is run by The Only Social Club CC, based in South Africa trading as The Only Social Club, registration number 2006/023282/23. In the event that you need to contact The Only Social Club for purposes related to these Terms and Conditions, please use the following:

## **Privacy Policy**

### **Information collected**

When you register, we collect the basic information from you like your name and email address. Unless otherwise stated, you are sharing your information only with The Only Social Club.co.za. Once you register, you are part of The Only Social Club.co.za database and we will then set you up for a one on one meeting and then assist you in searching our database for potential matches.

### **Information may be shared**

As a general rule, your personal information will not be disclosed except when we have your permission through registration. If the law requires it, your account information may have to be disclosed if it is necessary to identify, contact or bring legal action against someone who may be violating the rules or terms of membership and/or is thought to be harmful in any way to other members. In these special cases, the information will be used for administrative and other legal purposes that are deemed necessary for the safety and quality of The Only Social Club.co.za services.

### **Collection, use, and distribution of information**

In order to have full and complete access to the features of The Only Social Club.co.za, complete registration is required in order to assist The Only Social Club and help you be put in contact for potential dates. Electing not to share all your data does not prohibit your use of The Only Social Club.co.za in any way. It primarily applies to third party services, should those offers arise at any point in your participation. The most important thing to note is that we will not sell or rent your information to anyone and you will be notified of third party offers.

### **Access and updates**

Each user has the ability to enter and modify their profile on The Only Social Club.co.za once they are a member. This ensures that all information is correct and stays up-to-date

### **Security precautions**

Only you and the Only Social Club.co.za administrator are authorized to access your personal information. All the information is protected as much as possible we take every precaution to maintain your privacy. You should not receive any unsolicited phone calls, email, or mail. You must please also actively maintain your own privacy and security. We cannot be liable for the misuse of our site and its features. By registering with The Only Social Club.co.za you also agree to contribute to the safety and security of your personal information and recognize that we make every effort to do so.

**The Only Social Club.co.za** has extensive security measures in place to protect the loss, misuse and alteration of the information stored in our database.

### **Legal age to use site**

Children or anyone under the age of eighteen are not at any time authorized to use The Only Social Clu.co.za. We comply with the law 100%. If any participant is found to submit information not in accordance with the law or our own policy, The Only Social Club.co.za reserves the right to take necessary action to terminate their account and report them to the authorities.