

# TERMS & CONDITIONS

## BY USING WHICHSOLAR YOU AGREE TO THIS DISCLAIMER



Your use of the WhichSolar (“**OUR**”) website is subject to these terms of use and our privacy policy

By using our website, you agree to be bound by these Terms & Conditions and our Privacy Policy.

We may, from time to time, amend these Terms & Conditions and our Privacy Policy at our sole discretion by posting an updated version on our website. By continuing to use our website, you agree to be bound by current and uploaded documents. If you do not agree to be bound by these document as amended, you must refrain from further using the WhichSolar website.

### RESTRICTIONS ON USE

1. You may submit our ‘Request Quote’ form only for the purpose of obtaining quotes from a maximum of three suppliers in our system.
2. You may not use this website or submit our ‘Request a Quote’ form in connection with a business or enterprise that is competitive with us.
3. You may not use this website or submit our ‘Request a Quote’ form for an improper purpose. Without limiting the generality of this clause, you may not use our website to—
  - Compile a list of one or more of the suppliers in our system (whether by submitting our ‘Request a Quote’ form or otherwise) except in connection with obtaining a quote as permitted by clause 4; or
  - Send automated requests for quotes to one or more of the suppliers in our system; or
  - Send spam to one or more of the suppliers in our system; or
  - Copy, adapt, or make use of the information on our website in a business or enterprise.
4. You may not sell or republish any of the information on our website.
5. You may not use our website in any way that causes us any loss or damage.

### GENERAL DISCLAIMER

We will render this website with due care and skill but we do not guarantee that the website will be rendered without fault or disruption. To the extent allowed by law, we exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

- Errors, mistakes or inaccuracies on the website
- You acting, or failing to act, on any information contained on or referred to on the website and/or any linked website
- Personal injury or property damage of any nature resulting from your access to, and use of, the website

- Any unauthorised access to or use of our servers and/or personal information stored on those servers
- Any interruption or cessation of transmission to or from our website
- Any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through our website by any third party;
- Any product or service from any linked sites not being of acceptable quality, fit for any disclosed purpose or failing to match any description, sample or demonstration model shown; or being unfit for any disclosed purpose. We are an independent site and do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the website or any linked website or featured in any banner or other advertising. We will not be a party to or in any way responsible for monitoring any transaction between you and third party providers of products and services. However if you experience a negative service, please let us know at [info@whichsolar.com](mailto:info@whichsolar.com).

### SUPPLIERS

You acknowledge that the inclusion of a supplier in our system is not an endorsement, approval, or recommendation of the goods, services, or information provided by any such supplier. It is your sole responsibility to ensure that the goods, services, or information provided by any such supplier is suitable for your particular needs.

WhichSolar take no responsibility for, and make no representations about, the quality of the goods, services, or information provided to you by any of the suppliers that we refer to you after you submit your details by our ‘Request a Quote’ form. To the maximum extent permitted by law, we do not accept any responsibility whatsoever for any injury, loss, or damage that you may suffer, directly or indirectly, as a result of using the goods, services, or information provided by such suppliers irrespective of how that injury, loss, or damage is caused (including where it is caused by negligence).

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### LINKED WEBSITES

Our website may contain links to other websites. Such links are provided for convenience only. A link from our website to another website is not an endorsement, approval, or recommendation of the goods, services, or information provided by any such website.

We take no responsibility for, and make no representations about, the quality of the goods, services, or information provided to you by any website that we link to. To the maximum extent permitted by law, we do not accept any responsibility whatsoever for any injury, loss, or damage that you may suffer, directly or indirectly, as a result of using the goods, services, or information provided by such websites irrespective of how that injury, loss, or damage is caused (including where it is caused by negligence).

### SECURITY OF INFORMATION

We take all steps reasonably practicable to secure the information that you provide to us using our website. However, we take no responsibility whatsoever for the security of your information as it is passing over the Internet.

### TERMINATION OF ACCESS

We may, at any time and at our sole discretion, terminate your access to our website without any notice to you.

### PRIVACY POLICY

We undertake to comply with the terms of Our Privacy Policy, which is available at [whichsolar.com/upload/documents/privacy.pdf](https://whichsolar.com/upload/documents/privacy.pdf)

### GOVERNING LAW

These terms and conditions are governed by the law of South Africa.

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