



## Website Terms & Conditions of Use

These are the Terms of Use for www.fastjet.com (referred to in this document as “the site” or the “website”)

### Definitions

- “You” and “Your/s” refers to the persons accessing Our website (including persons who access this site on the behalf of other persons).
- “Fastjet”, “We”, “Our” and “Us” refers to fastjet Africa (PTY) Ltd.
- “Material” or “Materials” includes data, information, graphics, logos, images and databases.

### Scope of these Terms and Conditions

These Terms and Conditions refer only to Your use of Our website (fastjet.com).

If You buy a ticket on Our website for a flight operated by Us Our Terms and Conditions of Carriage for passengers and baggage apply. Separate conditions apply to airline carriage, prize draws, competitions or any other promotion which We may run from time to time.

### Website Ownership

Our website (www.fastjet.com) is owned and operated by fastjet Africa (PTY) Ltd, registered in the Republic of South Africa, company registration number 2014/118885/07 and whose registered address is Key West Shopping Centre, 43 Van Buuren Road, Bedfordview, 2007, South Africa.

These Terms and Conditions of Use contain all the terms relating to Your use of Our website.

Your use of Our website indicates Your agreement to be bound by these Terms and Conditions. If You do not agree to these Terms and Conditions of Use You are not permitted to, and agree not to, use or access Our website.

If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be removed from these Terms and Conditions of Use without affecting the validity or enforceability of any other provisions.

### Access

We cannot guarantee that our Website will be uninterrupted or that you will always be able to gain reliable access to our Website and we make no guarantees as to its operation, functionality or otherwise. It remains your responsibility for making all arrangements necessary for you to have access to our Website.

### Data protection, privacy and cookies

Any personal information You supply to Us when You use Our website will be used in accordance with Our Privacy Policy. Our Privacy Policy sets out what personal information we collect about you, how we will use it, and how we will protect it. Information about the use of Cookies on Our website is provided with our Privacy Policy.

### Proprietary Rights

All Materials on Our website are subject to trademarks, copyright, database rights and intellectual property rights which are owned either directly by Us or by Our licensors.

Unless otherwise authorised within these Terms and Conditions, You must not copy, modify, alter, publish, distribute, sell or transfer (whether in whole or in part) any Material on Our website.

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## Terms of Use

You may only use Our website in accordance with these Terms and Conditions and, in any event, for lawful and proper purposes which includes complying with all applicable laws and regulations of South Africa or other jurisdiction from which You are accessing Our website.

We provide Our website solely to permit You to view the availability of Our goods and services and to transact business with Us.

You are responsible for maintaining the confidentiality of Your website access information.

You may choose to permit family members, friends or colleagues to access the website on Your behalf by providing website access information and/or booking data to such persons provided that:

- You have obtained the consent of any other persons whose booking data or personal data is accessible with Your data (such as a group booking); and
- You accept full responsibility for the acts and omissions of that person when accessing the website using the website access information and/or booking data provided by you whether such access is authorised by You or not.

You shall not:

- make any unauthorised, false or fraudulent booking; impersonate any person or entity or misrepresent your affiliation with any person or entity;
- deep-link to, copy, monitor, display, download or reproduce any part of our Website (without our express permission to do so).
- post, transmit or disseminate any information on or via Our website which is or may be harmful, obscene, threatening, deceptive, degrading, defamatory or otherwise illegal, or may cause an infringement of the rights of any other;
- make any other unauthorised, false or fraudulent booking; make any bookings or reservations on Our website with the purpose of reselling such booking or reservation to or for the benefit of a third party;
- use 'screen scraping', any automated algorithm, device, method, system, software or manual process to access, use, search, copy, monitor or extract Material (in whole or in part) from or through using Our website unless We have given Our express written agreement;
- use any software or device to interfere or attempt to interfere electronically or manually with the operation or functionality of Our website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- deface, alter or interfere with the front end 'look and feel' of Our website or any software code;
- obtain or attempt to obtain unauthorised access, via whatever means, to any of Our networks or accounts or to information about other users, personal or confidential information.
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of Our website including, but not limited to, uploading or making available files containing corrupt data or viruses via whatever means; deface, alter or interfere with the appearance and layout of Our website, any documents or materials which appear on our Website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on Our website or related infrastructure;

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- use the whole or any part of our Website or its contents for any commercial or money-making purpose;
- access parts of the Website which are not intended for public use;
- attempt to disrupt or interfere with our Website in any way or with another person's use of our Website, or use our Website as a means of disrupting or interfering with other websites;

All of the above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, viruses, Trojans, malicious or harmful codes or software.

Without prejudice to any of fastjet's other rights, fastjet reserves the right to deny access to Our website and/or cancel bookings and/or remove any postings or material uploaded by you to our Website and/or take legal proceedings against you for the reimbursement of all costs wherever and whenever fastjet believes (at fastjet's absolute discretion) that you are in breach of any of these Terms. In certain circumstances we may also give information to law enforcement authorities.

When You access our Website using a mobile or tablet application a version of Our website shall be optimised for use on mobile or tablet devices ("Mobile Access"). If you do not agree to be bound by this section of our Terms you may not use or access the Mobile Access facilities and should, if applicable, delete any mobile or tablet application used for Mobile Access. You are responsible for any carrier or other data charges incurred when using Mobile Access. Fastjet shall not be liable for any charges you incur. Fastjet has no control over your device's network connection, and we therefore cannot represent or warrant that any information (including availability and prices) is correct or up to date. In the event of any discrepancy, content and prices published on the Website will take precedence.

## Changes

We may make improvements or changes to the information, services, products and other Materials on Our website, or terminate Our website, at any time without notice. We may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting of the modified Terms and Conditions on Our website. Accordingly, Your continued access or use of Our website is deemed to be Your acceptance of the modified Terms and Conditions.

## Links to other Websites

Our website may include links to other internet sites. We do not endorse any such websites and We are not responsible for the information, Material, products or services contained on or accessible through those websites. Your access and use of such websites remain solely at Your own risk.

## Limitation of liability

We shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages, nor any loss of profit, loss of production, loss of revenue, or damage to goodwill or reputation arising out of, or in any way connected with, your use of Our website or with your inability to use Our website.

Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury caused by negligence or for fraud and fraudulent misrepresentation.

All software products downloaded from any section of Our website or via a link pointed to by Our website are downloaded, installed, and used totally and entirely at the users own risk.

Fastjet will not be liable to you because:

- Of the information you enter our Website when making bookings or procuring any of our products and services is inaccurate or incomplete;
- Of interrupted and/or unreliable access to our Website or because you cannot use our Website at any time where the cause is beyond our reasonable control;

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- You have connected to any linked third-party websites;
- You have breached our Terms;
- Any unauthorised access to or loss of personal information that is beyond our reasonable control or where we have not been negligent;
- Because of a distributed denial-of-service attack, viruses or other technologically harmful material that infects your computer, tablet or mobile device, computer programs, data or other items because you used our Website or downloaded material from it.

## Disclaimer

To the maximum extent permitted by law, we disclaim all warranties, whether express or implied by statute, custom or usage relating to the information contained in Our website and we shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence), or otherwise arising from Our website, or from any interruption or delay in accessing Our website.

fastjet makes no warranty whatsoever for the reliability, stability or any virus-free nature of any software being downloaded from Our website, nor for the availability of the download sites where applicable.

## Indemnification

You agree to indemnify, defend and hold Us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to Your breach of these Terms and Conditions (including, but not limited to, any breach by persons acting on your behalf who access this site using website access information and/or booking/purchase data that You have provided to them).

## Applicable Law, Language and Jurisdiction

Your use of Our website and the operation of these Terms and Conditions and any dispute or claim arising out of or in connection with such matters shall be governed by, construed and interpreted in accordance with the laws of South Africa and You agree to submit to the non-exclusive jurisdiction of the South African courts. Where these Terms and Conditions are translated into languages other than English in the event of any conflict or inconsistency the English language Terms and Conditions shall prevail.

We reserve the right to bring proceedings in:

- the Courts of the country of Your residence
- the Courts of the location of Your access, use or storage of any Materials obtained from the website
- the Courts of the location of any breach by You of these Terms and Conditions; and/or
- the Courts of the location of your authorisation of any of the above acts.

01 August 2019

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