

# TERMS OF USE

Last updated January 01, 2025

---

## AGREEMENT TO OUR LEGAL TERMS

We are **supremedawn pty ltd** ("Company," "we," "us," "our"), a company registered in South Africa at **2132 Lekhooa Street, Johannesburg, Gauteng 1818**.

We operate the website <http://www.supremedawn.com> (the "Site"), the mobile application **Supreme dawn** (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at **0614422656**, email at **contact@supremedawn.com**, or by mail to **2132 Lekhooa Street, Johannesburg, Gauteng 1818, South Africa**.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and **supremedawn pty ltd**, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by **contact@supremedawn.com**, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

**We recommend that you print a copy of these Legal Terms for your records.**

---

## TABLE OF CONTENTS

1. OUR SERVICES
2. INTELLECTUAL PROPERTY RIGHTS
3. USER REPRESENTATIONS
4. USER REGISTRATION
5. PURCHASES AND PAYMENT
6. POLICY
7. PROHIBITED ACTIVITIES

8. USER GENERATED CONTRIBUTIONS
  9. CONTRIBUTION LICENSE
  10. GUIDELINES FOR REVIEWS
  11. MOBILE APPLICATION LICENSE
  12. THIRD-PARTY WEBSITES AND CONTENT
  13. SERVICES MANAGEMENT
  14. PRIVACY POLICY
  15. COPYRIGHT INFRINGEMENTS
  16. TERM AND TERMINATION
  17. MODIFICATIONS AND INTERRUPTIONS
  18. GOVERNING LAW
  19. DISPUTE RESOLUTION
  20. CORRECTIONS
  21. DISCLAIMER
  22. LIMITATIONS OF LIABILITY
  23. INDEMNIFICATION
  24. USER DATA
  25. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
  26. SMS TEXT MESSAGING
  27. MISCELLANEOUS
  28. CONTACT US
- 

## **1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

---

## **2. INTELLECTUAL PROPERTY RIGHTS**

### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Services...

### **Copyright Infringement**

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the "**COPYRIGHT INFRINGEMENTS**" section below.

---

## **3. USER REPRESENTATIONS**

By using the Services, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete.
2. You will maintain the accuracy of such information and promptly update such registration information as necessary.
3. You have the legal capacity and you agree to comply with these Legal Terms.
4. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services.
5. You will not access the Services through automated or non-human means, whether through a bot, script, or otherwise.
6. You will not use the Services for any illegal or unauthorized purpose.
7. Your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

---

## 4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

---

## 5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard

You agree to:

- Provide current, complete, and accurate purchase and account information.
- Promptly update account and payment details including email, payment method, and card expiration date.
- Pay all charges at the prices in effect at the time of purchase, including shipping fees.
- Allow us to charge your chosen payment method for those amounts.

All payments shall be in **ZAR**.

Sales tax will be added as required.

We may correct pricing errors even after payment has been requested or received.

We reserve the right to:

- Refuse any order.
  - Limit or cancel quantities per user, account, household, or order.
  - Prohibit orders that appear to be from resellers or distributors.
- 

## 6. POLICY

Please review our **Return Policy** posted on the Services before making any purchases.

---

## 7. PROHIBITED ACTIVITIES

You agree **not to**:

- Systematically retrieve data or content to compile any collection or database without our permission.
  - Trick, defraud, or mislead users or us.
  - Circumvent or interfere with security features of the Services.
  - Disparage, tarnish, or harm us or the Services.
  - Harass, abuse, or harm others.
  - Misuse our support services or file false reports.
  - Violate any laws or regulations.
  - Frame or link the Services without permission.
  - Upload/transmit viruses, spam, or anything that disrupts the Services.
  - Use automation (bots, scripts) to interact with the Services.
  - Delete copyright or proprietary notices.
  - Impersonate another user.
  - Use tracking technologies like gifs or web bugs without consent.
  - Interfere with or burden the Services' networks.
  - Harass or threaten staff.
  - Attempt to bypass security measures.
  - Reverse engineer or decompile the Services' software.
  - Use or distribute unauthorized scripts or tools.
  - Use the Services for buying/selling as a purchasing agent.
  - Collect emails/usernames for spam.
  - Use the Services for commercial competition.
  - Sell or transfer your profile.
- 

## 8. USER GENERATED CONTRIBUTIONS

The Services may allow you to:

- Chat
- Post to forums or blogs

- Share media and content ("Contributions")

You agree your Contributions:

- Are not confidential or proprietary.
- Do not infringe copyrights, trademarks, patents, or moral rights.
- Are owned by you or you have full rights and permissions.
- Do not violate laws, promote violence, or harass others.
- Are not discriminatory, explicit, offensive, or false.
- Are not unauthorized ads or spam.

Violating these terms may result in account suspension or termination.

---

## 9. CONTRIBUTION LICENSE

By posting Contributions, you grant us a:

- **Worldwide, non-exclusive, royalty-free, irrevocable, transferable, perpetual license** to use and distribute your Contributions for any purpose.

This includes the right to:

- Use your image, name, company name, trademarks, etc.
- Reproduce, adapt, display, and sublicense Contributions in any media.

You retain full ownership of your Contributions.

We may:

1. Edit or delete any Contributions.
2. Re-categorize them.
3. Pre-screen or remove them at any time.

We are **not obligated** to monitor Contributions.

---

## 10. GUIDELINES FOR REVIEWS

If you post a review:

1. You must have firsthand experience.
2. No profanity, hate speech, or discrimination.
3. No references to illegal activity.
4. Don't be affiliated with competitors if posting negative reviews.
5. Don't make false legal claims.
6. Don't organize campaigns for reviews.

We can:

- Accept, reject, or remove reviews.
  - Use your reviews freely under a license.
  - Not be held responsible for reviews' content.
- 

## 11. MOBILE APPLICATION LICENSE

### Use License

You are granted a:

- **Revocable, non-exclusive, non-transferable license** to install and use the App.

### You must not:

- Reverse engineer or decrypt the App.
- Use it for unauthorized commercial purposes.
- Share over multi-user networks.
- Create competing software.
- Use it for spam or automated access.
- Infringe on IP or data policies.

### Apple and Android Terms

If using the App via App Store or Google Play:

1. Your license is limited to use per their terms.
  2. Support is provided by us, not the store.
  3. App issues may be refunded by the distributor.
  4. You are not located in restricted countries.
  5. Follow any third-party service agreements.
  6. App Distributors are third-party beneficiaries of this license.
- 

## 12. THIRD-PARTY WEBSITES AND CONTENT

Services may contain links to third-party websites or content. We are not responsible for:

- Their accuracy, legality, or policies.
- Any purchases made on them.
- Harm caused by using them.

You use them **at your own risk** and should review their terms independently.

---

## **13. SERVICES MANAGEMENT**

We reserve the right to:

1. Monitor the Services for violations.
2. Enforce rules and report violators to law enforcement.
3. Limit access to content or Services.
4. Remove excessive or burdensome files.
5. Manage the Services for operational integrity.

## **14. PRIVACY POLICY**

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in South Africa. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in South Africa, then through your continued use of the Services, you are transferring your data to South Africa, and you expressly consent to have your data transferred to and processed in South Africa.

---

## **15. COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

---

## **16. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services.

**WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY:**

- Deny access to and use of the Services (including blocking certain IP addresses), to any person for any reason or no reason;
- Terminate your use or participation in the Services or delete your account and any content or information that you posted at any time, without warning.

If we terminate or suspend your account, you are prohibited from registering and creating a new account under your name or a third party's name. We reserve the right to pursue legal action, including civil, criminal, and injunctive redress.

---

## **17. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time at our sole discretion without notice. We are not obligated to update any information.

We may modify or discontinue all or part of the Services without notice and are not liable for any modifications or interruptions.

You agree we are not responsible for any downtime or service unavailability.

---

## **18. GOVERNING LAW**

These Legal Terms shall be governed by and interpreted according to the laws of South Africa. Both **Supremedawn Pty Ltd** and you consent to the exclusive jurisdiction of the courts of South Africa for resolving any disputes.

---

## **19. DISPUTE RESOLUTION**

### **Binding Arbitration**

All disputes shall be referred to the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) per their rules.

- One (1) arbitrator
- Seat: Johannesburg, South Africa
- Language: English
- Governing law: South African law

### **Restrictions**

Arbitration will be limited to individual disputes — no class actions or representative proceedings.

### **Exceptions**

Disputes involving IP rights, theft, piracy, invasion of privacy, or injunctive relief are excluded and will be resolved in South African courts.

---

## **20. CORRECTIONS**

There may be typographical errors, inaccuracies, or omissions in information (descriptions, pricing, availability, etc.).

We reserve the right to correct and update such content without prior notice.

---

## **21. DISCLAIMER**

The Services are provided "**as-is**" and "**as-available**."

We disclaim all warranties and make no guarantees about the accuracy or completeness of the content.

We are not liable for:

1. Errors or inaccuracies
2. Personal injury/property damage
3. Unauthorized access or data theft
4. Service interruptions
5. Malware or viruses
6. Losses from content posted

We do not endorse third-party products or services and are not liable for transactions made with third-party providers.

---

## **22. LIMITATIONS OF LIABILITY**

We are not liable for:

- Direct, indirect, incidental, punitive, or consequential damages (e.g., lost profits or data)
- Any damages exceeding the amount paid by you in the last two (2) months

Some regions do not allow these exclusions, so some limitations may not apply.

---

## **23. INDEMNIFICATION**

You agree to indemnify and hold us (and our affiliates, officers, employees, etc.) harmless from any third-party claims due to:

- Your use of the Services
- Your Contributions
- Breaches of these Terms
- IP violations
- Harm caused to another user

We may assume defense at your cost, and you agree to cooperate.

---

## 24. USER DATA

We maintain user data for performance purposes but are not liable for any loss or corruption. You are solely responsible for data you transmit or activities conducted via the Services.

---

## 25. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By using the Services, sending emails, and filling online forms, you consent to electronic communications and signatures.

You waive rights requiring non-electronic signatures, records, or credit methods unless otherwise required by law.

---

## 26. SMS TEXT MESSAGING

- **Opting Out / Unsubscribe:** Standard unsubscribe methods apply.
  - **Message & Data Rates:** May apply, based on your carrier and mobile plan.
  - **Support:** Email [contact@supremedawn.com](mailto:contact@supremedawn.com) or call 061 442 2656.
- 

## 27. MISCELLANEOUS

These Legal Terms constitute the full agreement between you and us.

- We may assign rights at any time.
  - We're not responsible for delays beyond our control.
  - If any provision is invalid, the remainder remains enforceable.
  - No agency, joint venture, or employment relationship is formed.
  - These Terms will not be construed against us as the drafter.
- 

## 28. CONTACT US

To resolve complaints or ask questions:

### **Supremedawn Pty Ltd**

2132 Lekhooa Street  
Johannesburg, Gauteng 1818  
South Africa

☎ 061 442 2656

✉ [contact@supremedawn.com](mailto:contact@supremedawn.com)