

JEANINE THERON

WEBSITE TERMS AND CONDITIONS

EFFECTIVE DATE: _ 23/07/2020 _____

DATE LAST MODIFIED: _23/07/2020 _____

1. INTRODUCTION AND ACCEPTANCE

- 1.1. These Terms and Conditions set out the terms of the agreement between you and us in terms of which we will provide you with access to the information and services we offer from time to time via the Website located at www.jeaninetheron.co.za ("the Website"). It is, therefore, in your interests to read these Terms and Conditions carefully;
- 1.2. Your use of this Website is at your risk;
- 1.3. If you do not accept the terms contained in these Terms and Conditions, as well as in our Privacy Policy, the use of this Website is unlawful and without our consent and expressly at your own risk;
- 1.4. Purchases using the Jeanine Theron website must only be made for personal use.

2. SUPPLY OF GOODS AND/OR SERVICES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("THE ECT ACT")

- 2.1. Insofar as this Agreement falls within the ambit of the ECT Act, the following information is made available to you in respect of the supply of Products and/or services offered for sale by way of an electronic transaction:
 - 2.1.1. All our contact details areas follows:

Physical Address:	142 Hlobane Street.
	Vryheid
	3100
Postal Address:	_____
Fax:	_____
Telephone:	082 601 9631
Email:	jeaninetheron.ic@gmail.com
 - 2.1.2. Kindly address any complaints or disputes which you may have to us by way of the aforesaid contact details;
 - 2.1.3. We do not currently subscribe to any alternative dispute resolution code or mechanism.
- 2.2. When you use or access this Website or send emails to us, you are communicating with us electronically. By doing so you also impliedly consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this

Website. You also agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that we may send email to you for the purpose of advising you of changes or additions to this Website, about any of our Products or services, or for such other purposes as we deem appropriate. Should you wish to opt out of your consent provided to us under this clause, kindly send us an express notification to this effect.

3. USE OF THE WEBSITE

- 3.1. You agree to use the Website for lawful purposes only. Without derogating from the generality of the foregoing, if you access or use the Website from locations other than within the Republic of South Africa, you do so on your own initiative and you are responsible for compliance with all applicable local laws;
- 3.2. You are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind, which includes but is not limited to any content that:
 - 3.2.1. encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violates any applicable local, provincial, national, or international law; or
 - 3.2.2. constitutes an invasion of privacy; or
 - 3.2.3. is an infringement of any Intellectual Property right; or
 - 3.2.4. contains software viruses; or
 - 3.2.5. constitutes a political statement, commercial solicitation, or "Spam";
 - 3.2.6. consists of unsolicited messages, chain letters or unsolicited commercial e-mail;
 - 3.2.7. advocates illegal activity or discusses an intent to commit an illegal act;
 - 3.2.8. is abusive, vulgar, obscene, pornographic, or indecent;
 - 3.2.9. does not pertain directly to this Website;
 - 3.2.10. threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, malicious, threatening or offensive;
 - 3.2.11. seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
 - 3.2.12. infringes any Intellectual Property rights or other right of any entity or person, including violating anyone's rights of publicity or privacy;
 - 3.2.13. violates any law or may be considered by us in our sole discretion to violate any law;
 - 3.2.14. impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

- 3.2.15. advertises any commercial endeavour or otherwise engages in any commercial activity except as may be specifically authorised on this Website;
 - 3.2.16. solicits funds, advertisers or sponsors;
 - 3.2.17. includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
 - 3.2.18. disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real time activities via this Website;
 - 3.2.19. includes MP3 format files;
 - 3.2.20. disobeys any policy or regulations established from time to time regarding use of this Website or any networks connected to this Website;
 - 3.2.21. contains hyper-links to other sites that contain content that falls within the descriptions set forth above; or
 - 3.2.22. contains any information or content that you know is not correct and current.
- 3.3. You do not have the right to post, including proprietary material of any third party without such party's consent and subject to the remainder of this clause 3;
- 3.4. Although Jeanine Theron does not purport to review (nor is it under any obligation to review) any submitted content, it reserves the right to remove any content from the Website where it deems such content, in its sole and absolute discretion, to be an infringement of this clause, or harmful in anyway whatsoever. Should you place on or submit to the Website any such harmful content or should you breach any clause in these Terms and Conditions, Jeanine Theron may immediately terminate and/or suspend your access to all or parts of the Website, without any further notice to you;
- 3.5. You may never use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by any unauthorized use of your account;
- 3.6. You warrant that:
- 3.6.1. you own or otherwise control all rights to any and all content that you may submit to the Website;
 - 3.6.2. any use of such content will not cause injury or harm to any person or entity;
and
 - 3.6.3. you will indemnify us and our affiliates, directors, officers and employees, for any and all claims of whatever nature resulting from the submitted content.

- 3.7. By submitting reviews, comments and/or any other content (other than your personal details) to us for posting on the Website, you automatically grant us and our affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Subject to this license, you retain any and all rights that may exist in such content;
- 3.8. The following activities on or through the Website are expressly prohibited:
- 3.8.1. copying, distributing, or disclosing any part of the Website in any medium, including without limitation by any automated or non-automated "scraping";
 - 3.8.2. transmitting spam, chain letters, or other unsolicited email;
 - 3.8.3. attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website;
 - 3.8.4. uploading invalid data, viruses, worms, or other software agents through the Website;
 - 3.8.5. collecting or harvesting any Personal Information, including account names, from the Website;
 - 3.8.6. using the Website for any commercial solicitation purposes;
 - 3.8.7. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
 - 3.8.8. interfering with the proper working of the Website;
 - 3.8.9. accessing any content on the Website through any technology or means other than those provided or authorized by the Website;
 - 3.8.10. bypassing the measures we may use to prevent or restrict access to the Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein;
 - 3.8.11. any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Website or the content contained thereon, without the prior written authority of Jeanine Theron;
 - 3.8.12. the collection or use of any listings, descriptions, and/or price lists from the Website for the benefit of a competing merchant that supplies products comparable to those offered on the Website;
 - 3.8.13. any use or action that imposes an unreasonable or disproportionately-large load of traffic on the Website, or otherwise interferes with the proper and timely functioning of the Website;
 - 3.8.14. any attempt to gain unauthorised access to the Website or its related systems or networks;
 - 3.8.15. accessing the Website for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose; and
 - 3.8.16. the reverse engineering or decompiling of the Website to build a competitive product or service, build a product using similar ideas, features, functions or

graphics of the service or to copy any ideas, features, functions or graphics of the Website.

- 3.9. In addition to the above, creating or maintaining any link from another website to any page on this Website without our prior written permission is prohibited. Running or displaying this Website or any material displayed on this Website in frames or through similar means on another Website without our prior written permission is also prohibited. Any permitted links to this Website must comply with the terms and conditions of our permission as well as all applicable laws, rules and regulations;
- 3.10. You are responsible for maintaining the confidentiality and security of your user name and password for access to the Website and you accept full liability for all activities that occur on or related to the Website under your user name. You may not:
- 3.10.1. impersonate another user or any third party; and
 - 3.10.2. provide false information to gain access to the Website.

4. INTELLECTUAL PROPERTY

- 4.1. All content included on this Website, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of Jeanine Theron or its content suppliers and is protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this Website is the exclusive property of Jeanine Theron and is protected by South Africa and international copyright laws;
- 4.2. Except as stated herein, none of the Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or with the prior written permission of Jeanine Theron or the copyright owner;
- 4.3. You may not "mirror" any content contained on the Website on any other server unless you have first obtained the prior written permission of Jeanine Theron;
- 4.4. You may not use any Jeanine Theron logo or any other proprietary graphic or trademark (whether registered or not) whatsoever as part of the link without the prior express written permission of Jeanine Theron, its affiliates and/or content suppliers;
- 4.5. All trademarks (whether registered or not) are and shall remain the exclusive property of Jeanine Theron;
- 4.6. The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as to personal liability for damages;

- 4.7. Subject to these terms and conditions, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Website for your personal, non-commercial use only and as permitted by the features of the Website. We reserve all rights not expressly granted herein in the Website. We may terminate this license at any time for any reason in our sole discretion.

5. LIMITATION OF LIABILITY

- 5.1. Whilst we care about the integrity and security of your personal information and whilst every attempt is taken by us to ensure your security when making use of the Website, due to the nature of the Internet we are unable to guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes, or that the Website is virus or error-free. We therefore caution you to check all emails, attachments and files before downloading them;
- 5.2. While we take all reasonable steps to safeguard the security of any information you submit or send to us in connection with the Website, by using secure services and encryption technology where we deem appropriate, we accept no responsibility or liability whatsoever for any damages that you may suffer as a result of the breach of confidentiality of such information.
- 5.3. You acknowledge that you provide your Personal Information and make use of the Website at your own risk, subject to the terms of the Privacy Policy;
- 5.4. We may provide links to other websites or resources. We are unable to accept, and do not accept, responsibility for these websites or resources, nor have we endorsed their content, products or services merely because they are accessible via the Website;
- 5.5. While we make all reasonable efforts to ensure that all information provided by us in connection with the Website is accurate at the time of its inclusion on the Website, you acknowledge and understand that there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations, guarantees or warranties of any nature whatsoever concerning the information included on our web pages (including, but not limited to, links to third parties' web pages). You shall be solely responsible for any decisions or actions you take based on the information contained on such web pages.

6. OUR LIABILITY TO YOU

- 6.1. We shall not be liable to you in contract, delict (including for negligence) or otherwise:
 - 6.1.1. for any amount in respect of any damage or loss arising from the consequences of your use of the Website, viruses received by you via the Website or of our failure to provide the Website in accordance with this Agreement;

- 6.1.2. for any economic losses, any indirect, special or consequential loss, loss of data, goodwill or reputation or any wasted expenditure including but not limited to losses caused by your use of the Website or through any viruses; or
 - 6.1.3. for any failure to perform our obligations or failure to perform our obligations properly as a result of our being prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).
- 6.2. Each provision of this clause 6 operates separately. If any part is held by a court to be invalid, unreasonable or inapplicable then the other parts shall be severable and shall still apply in their entirety.

7. CHANGES, SUSPENSION, AND TERMINATION

- 7.1. We may:
- 7.1.1. at any time modify these Terms and Conditions and your continued use of this Website will be conditional upon the Terms and Conditions as amended and in force at the time of your use;
 - 7.1.2. alter and/or amend the Website at any time without giving notice to you;
 - 7.1.3. suspend or terminate the Website at any time without giving notice to you;
 - 7.1.4. terminate your account at any time for any reason, including any improper use of this Website or your failure to comply with this Agreement. Such termination shall not affect any right to relief to which Jeanine Theron may be entitled.
- 7.2. Upon termination of this Agreement, all rights granted to you will terminate and revert to Jeanine Theron;
- 7.3. We accordingly advise you to read and take note of these Terms and Conditions each and every time you visit the Website, as these may have been modified since your last visit.

8. USER CONTENT

- 8.1. The term "User Content" means all information submitted by you to us via the Website;
- 8.2. In connection with your User Content, you affirm, represent and warrant the following:
- 8.2.1. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Website and these Terms and Conditions, and each such person has released you from any liability that may arise in relation to such use;
 - 8.2.2. Your User Content and our use thereof as contemplated by these Terms and Conditions and the Website will not violate any law or infringe any rights of any

- third party, including but not limited to any Intellectual Property Rights and privacy or publicity rights;
- 8.2.3. We may exercise the rights to your User Content granted under these Terms and Conditions without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- 8.3. We take no responsibility and assume no liability for any User Content that you or any other third party posts or sends over the Website. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content;
- 8.4. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that we shall not be liable for any damages you allege to incur as a result of User Content posted to our Website;
- 8.5. You hereby grant to us (and our successors and affiliates) a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, photos, or any other User Content you communicate through this Website, and to incorporate any User Content in other works in any form, media, or technology now known or later developed;
- 8.6. Subject to the provisions of the Privacy Policy, we may use any User Content in our business (including, without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in our future business operations;
- 8.7. You also hereby grant each user of the Website a non-exclusive license to access your User Content through the Website, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Website and under these Terms and Conditions.

9. TESTIMONIALS

- 9.1. We actively encourage and request that you submit testimonials relating to your personal experiences with the Products or this Website (a "Testimonial");
- 9.2. You agree that we are under no obligation to use your Testimonial;
- 9.3. By submitting a Testimonial you hereby consent, without further consideration, to the use of your likeness, voice, name (limited only to your first name, first initial of last name and city) and/or any statements made in such Testimonial in the dramatization, publication,

display, copying, reproduction, performance and/or distribution, throughout the world, by or on our behalf of any image or photograph you submitted in a Testimonial in connection with the creation of marketing/sales print advertising, or Website content including, without limitation, this Website, or an audiovisual work to be used by us or a third party authorized by us, either as a complete unit or in segments or in any derivative form, in any way we deem appropriate and for any purpose whatsoever in any medium including, without limitation, the Internet;

- 9.4. You specifically agree that any Testimonial may be reproduced orally using a third party. We reserve the right to use persons other than the person submitting the Testimonial to vocalize or act out a Testimonial or to create its own Testimonial based on adaptations or compendiums of Testimonials;
- 9.5. You waive any rights of privacy and publicity, moral or other rights you may have in any such Testimonial provided by you;
- 9.6. This Testimonial consent supersedes and replaces any and all prior or contemporaneous agreements, understandings or arrangements, whether oral or written, previously made between us and you regarding, and constitutes the entire understanding between us and you with respect to, any Testimonial;
- 9.7. This Testimonial consent may not be modified, changed, altered or amended except by written agreement between us and you.

10. EMAIL DATABASE

By accepting these Terms and Conditions when registering a shopping profile, you are also deemed to give permission to be subscribed to our e-mail database. You may change or manage your newsletter subscription settings or unsubscribe from a newsletter by clicking on the unsubscribe link that will be incorporated into the footer area of all promotional newsletters sent by us to you.

11. LIMITATIONS OF LIABILITY

- 11.1. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Website or your downloading of any materials, from this Website;
- 11.2. In no event will we, our respective officers, directors, employees, shareholders, affiliates, parent corporations, agents, successors, assigns, attorneys, retail partners nor any party involved in the creation, production or transmission of this Website be liable to any party for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, any websites linked to

this Website, or the materials, information or services contained at any or all such websites, whether based in warranty, contract, delict or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law;

- 11.3. In the event of any problem with this Website or any content, you agree that your sole remedy is to cease using this Website;
- 11.4. The Website is controlled and operated from its facilities the Republic of South Africa. We make no representations that the Website is appropriate or available for use in other locations;
- 11.5. Unless otherwise explicitly stated, all materials found on the Website are solely directed to individuals located in the Republic of South Africa. However any person who accesses or uses the Website from out of the Republic of South Africa does so on their own volition and is entirely responsible for compliance with all applicable laws and regulations.

12. PRIVACY

We care about the privacy of our users. You understand that by using the Website you consent to the collection, use and disclosure of your personally identifiable information and non-personally identifiable data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the Republic of South Africa.

13. INDEMNIFICATION

- 13.1. You agree to defend, indemnify and hold us, and our respective directors, officers, employees and agents, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to:
 - 13.1.1. your use of this Website, including any user content, data or information transmitted by received by you;
 - 13.1.2. any unacceptable use of this Website, including any statement, data or content made, transmitted or republished by you which is prohibited by these Terms and Conditions;
 - 13.1.3. your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; and
 - 13.1.4. any other party's access and use of the Website with your unique username, password or other appropriate security code.

14. TERMINATION

- 14.1. We may suspend or terminate your account or your use of this Website at any time, for any reason in our sole discretion;

- 14.2. You shall be personally liable for any orders that you place or charges that you incur prior to termination of your account or your use of this Website;
- 14.3. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

15. REVISIONS TO THESE TERMS AND CONDITIONS

- 15.1. We may revise these Terms and Conditions at any time and from time to time by updating this posting. You should visit this page from time to time to review the then current terms and conditions because they are binding on you;
- 15.2. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Website;
- 15.3. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Website.

16. PURCHASES AND REFUNDS

- 16.1. To make a purchase from this website or to subscribe to this website you must be 18 years of age or over, or have obtained the consent of your parent or guardian if you are under 18 years of age, and be making purchases for personal use only. You must not make purchases for any commercial purpose. Purchases from this website can only be made using the online payment facility on this website with a valid credit card (Visa or MasterCard), debit card, PayPal, Instant EFT or any other payment method used in connection with the purchase.
- 16.2. Due to the nature of the products, Jeanine Theron does not allow exchanges. In the rare occasion that a product is faulty or damaged, Jeanine Theron will do an exchange for the same product within 7 (seven) days following the date of delivery. If you are unsure of the sizing of the products, please contact Jeanine Theron for assistance.
- 16.3. Jeanine Theron strives to ensure that all details, descriptions and prices which appear on this website are accurate, however errors may occur from time to time which we will correct without notice. If we discover an error or we are unable to fulfil the order, we will attempt to contact you and cancel the order and you will receive a full refund in the form of the original payment method. If your order is cancelled in accordance with these Terms and Conditions, your payment will be refunded, crediting your original method of payment. If payment was made using a credit card that card issuer controls the timing of the refund.

17. ADDITIONAL ASSISTANCE

If you do not understand any of these Terms and Conditions or if you have any questions or comments, we invite you to contact us for further assistance.