

BRANDSATAFRKA
TERMS AND CONDITIONS

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1. INTRODUCTION

- 1.1 These Website Terms and Conditions ("**Terms and Conditions**") govern the ordering, sale and delivery of Goods or Services and Services, and the use of the Website.
- 1.2 These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by ordering from the Website, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.3 The Website enables you to shop online for an extensive range of Goods or Services offered by s@afrika.
- 1.4 Should s@afrika allow third-party sellers to list and sell their Goods or Services on the Website (each a "Third Party Seller"). s@afrika will indicate on relevant product pages and checkout pages when Goods or Services are for sale by a Third-Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from s@afrika. This will be made clear in the relevant clause.
- 1.5 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**").
- 1.6 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or s@afrika in terms of the CPA.
- 1.7 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask s@afrika or its representatives to explain it to you before you accept the Terms and Conditions or continue using the Website.

- 1.8 s@afrika permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2. RETURNS

- 2.1 Should you not be satisfied with any Item/s purchased on our website, you may return for refund, credit or exchange unused Items in a saleable condition within 30 (thirty) calendar days, subject to producing proof of purchase (invoice or delivery note), or via our courier services.
- 2.2 Returns may be conditional upon you submitting photographic proof of the quality issue or defectiveness of the Product before we will approve the refund.
- 2.3 Should any Items purchased on our website be defective, these Items, if unaltered, may be returned for refund, replacement (where stock is available), or repair (where repair is possible) within 30 (thirty) calendar days of the purchase date, subject to producing proof of your purchase (invoice or delivery note
- 2.4 Due to health reasons we do not accept returns on items such as costumes, underwear and earrings.

3. REGISTRATION AND USE OF THE WEBSITE

- 3.1 Only registered users may order Goods or Services on the Website.
- 3.2 To register as a user, you must provide a unique username and password and provide certain information and personal details to s@afrika. You will need to use your unique username and password to access the Website to purchase Goods.
- 3.3 You agree and warrant that your username and password shall:

- 3.3.1 be used for personal use only; and
- 3.3.2 not be disclosed by you to any third party.
- 3.4 For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- 3.5 You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
- 3.6 You agree to notify s@afrika immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 3.7 By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- 3.8 You agree that you will not in any way use any device, software, or another instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, another automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised s@afrika representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

- 3.9 You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.10 You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised s@afrika representative

4. **CONCLUSION OF SALES AND AVAILABILITY OF STOCK**

- 4.1 Registered users may place orders for Goods, which s@afrika or the Third-Party Seller may accept or reject. Whether or not s@afrika or the Third-Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods or Services (including without limitation the price) and receipt of payment or payment authorization by s@afrika for the Goods.
- 4.2 s@afrika or the Third-Party Seller will indicate the acceptance of your order by delivering the Goods or Services to you or allowing you to collect them, and only at that point will an agreement of sale between you and s@afrika or the Third-Party Seller come into effect (the "Sale"). This is regardless of any communication from s@afrika stating that your order or payment has been confirmed. s@afrika will indicate the rejection of your order (by s@afrika itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- 4.3 Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods or Services only in accordance with the Returns Policy.
- 4.4 Placing Goods or Services in a Wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods or Services may be removed from the shopping basket if stock is no longer available, or the price thereof might change without notice to you. You cannot hold s@afrika or the Third-Party Seller liable if

such Goods or Services are not available or are not available at the price when you complete or attempt to complete the purchase cycle at a later stage.

- 4.5 You acknowledge that stock of all Goods or Services on offer is limited, and that pricing may change at any time without notice to you. In the case of Goods or Services for sale by s@afrika, s@afrika will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods or Services are no longer available after you have placed an order, s@afrika will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.
- 4.6 In the case of Goods or Services for sale by a Third-Party Seller, s@afrika relies on inventory information supplied by the relevant Third-Party Seller and s@afrika accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Goods or Services from a Third-Party Seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant Third-Party Seller, your respective rights and obligations being as set out in these Terms and Conditions.
- 4.7 Certain Goods or Services may not be purchased for re-sale. Should we suspect that any such Goods or Services are being purchased for sale, we are entitled to cancel your order immediately on notice to you and peruse any legal actions to recover the proceeds thereof.

5. **USER TRACKING AND COOKIES**

- 5.1 When you access and use our Platforms, we may use various technological tools to improve your experience on our websites through the use of cookies and/or user tracking.
- 5.2 When you access and use our Platforms, we may use various technological tools to improve your experience on our websites using cookies and/or user tracking.
- 5.2.1 make our Platforms more user friendly.
- 5.2.2 personalise your interactions with our Platforms, tailor our services and Platforms to your interests and needs, and ensure they work on your device.
- 5.2.3 provide advertising that is relevant to you, limit the number of times you see the same advertisement and measure the effectiveness of the advertisements on our Platforms, and other websites, based on your online activities such as the websites and apps you use or content you view, and information we have about you.
- 5.2.4 send Opt-In marketing communication if you are not a registered user.
- 5.3 We will not use your Personal Information for any other purpose without your permission.

6. **SHARING OF YOUR PERSONAL INFORMATION**

- 6.1 We do not and will not sell your Personal Information to third parties for their marketing or any other purposes
- 6.2 We may, however, provide or make your Personal Information available to:
- 6.2.1 our employees, the staff of the companies in and associated with s@afrika and/or third-party service providers in order to enable them

to assist us to interact with you via our Platforms for the marketing, ordering or delivery of Goods;

- 6.2.2 law enforcement, government officials, fraud detection agencies or other third parties when the disclosure of Personal Information is necessary or appropriate in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability or financial loss, to report or support the investigation into suspected illegal activity;
- 6.2.3 third parties (such as a potential purchaser and its professional advisors) in the event of any reorganization, merger, consolidation, sale, joint venture, or other disposition of any or all our assets;
- 6.2.4 our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, public relations, technology services etc.); or
- 6.2.5 our suppliers or sellers for them to consult directly with you regarding any Goods or Services you have purchased, for them to comply with their regulatory obligations, or for any other purpose which may require their involvement;
- 6.3 However, our contracts dictate that these service providers may only use your Personal Information in connection with the services they perform for us and not for their own benefit or any other purpose and must treat such information as confidential information.

7. **PAYMENT**

- 7.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 7.2 Whether the Goods or Services are for sale by s@afrika or a Third Party Seller, payment may be made for Goods or Services via the following

methods (depending on its availability and/or your eligibility to use such a method) -

- 7.3 debit card; where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods or Services will be cancelled. You warrant that you are fully authorised to use the debit card supplied for purposes of paying the Goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
- 7.4 credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods or Services will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;

- 7.5 direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. s@afrika will not accept your order if payment has not been received;
- 7.5.1 Instant EFT;
- 7.5.2 cash on delivery by selecting this option, you undertake to ensure that you have the exact cash on hand at the time of delivery.
- 7.6 You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.
- 7.7 Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods

8. **DELIVERY OF GOODSS**

- 8.1 s@afrika offers 2 (two) methods of delivery of Goods or Services to you. You may elect delivery via:
- 8.1.1 courier; or
- 8.1.2 self-collection.
- 8.2 Where it accepts your order, s@afrika or the Third Party Seller will deliver the Goods or Services to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods or Services during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
- 8.3 obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. s@afrika

is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

9. **ERRORS**

- 9.1 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods or Services on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns clause above.
- 9.2 s@afrika shall not be bound by any incorrect information regarding our Goods or Services displayed on any third party websites.

10. **OWNERSHIP AND COPYRIGHT**

- 10.1 The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of s@afrika, its advertisers and/or sponsors and/or is licensed to s@afrika.
- 10.2 You will not acquire any right, title or interest in or to the Website or the Website Content.
- 10.3 Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via email that can be located under the tab “contact us”.

- 10.4 Where any of the Website Content has been licensed to s@afrika or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

11. LINKING TO THIRD PARTY WEBSITES

- 11.1 This Website may contain links or references to other websites ("Third Party Websites") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and s@afrika is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.
- 11.2 Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

12. LIMITATION OF LIABILITY

- 12.1 s@afrika cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of s@afrika, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors at errors@brandsatafrika.co.za.
- 12.2 s@afrika shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your

inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

- 12.3 You hereby indemnify s@afrika against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

13. **AVAILABILITY AND TERMINATION**

- 13.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 13.2 s@afrika may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that s@afrika will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
- 13.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
- 13.4 s@afrika is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by s@afrika to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and s@afrika, in whole or in part, on notice to you. s@afrika shall only be liable to refund monies already paid by you, in

accordance with the Refund clause above and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

- 13.5 At any time, you can choose to stop using the Website, with or without notice to s@afrika

14. **GOVERNING LAW AND JURISDICTION**

- 14.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

- 14.2 In the event of any dispute arising between you and s@afrika, you hereby consent to the non-exclusive jurisdiction of the Magistrates Court of the Republic of South Africa (Gauteng Local Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall above the monetary jurisdiction of that court.

15. NOTICES

- 15.1 s@afrika hereby selects No.20, Maple Ridge, Pomona, Kempton Park, South Africa, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). s@afrika may change this address from time to time by updating these Terms and Conditions.
- 15.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving s@afrika not less than 7 days' notice in writing.
- 15.3 Notices must be sent either by hand, or email and must be in English. All notices sent -
- 15.3.1 by hand will be deemed to have been received on the date of delivery;
- 15.3.2 by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

16. COMPLAINTS

- 16.1 If you have a complaint about the Goods or Services or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via info@brandsatafrka.co.za.

17. INFORMATION

- 17.1 For the purposes of the ECT Act, S@afrika's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

17.1.1 Full name: **BRANDSATAFRKA” (Pty) Ltd, a private company duly incorporated and registered in accordance with the laws of the Republic of South with registration number 2021/725618/07**

17.1.2 Main business: **Online retailer**

17.1.3 Physical address for receipt of legal service (also postal and street address): **No.20, Maple Ridge, Pomona, Kempton Park, South Africa.**

17.1.4 Phone number: **+27 (0) 76 8375 089**

17.1.5 Email address: **info@brandsatafrka.co.za**

18. DISCLAIMER

18.1 The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

18.2 Whilst s@afrika takes reasonable measures to ensure that the content of the Website is accurate and complete, s@afrika makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If

any such representations or warranties are made by S@afrika's representatives, s@afrika shall not be bound thereby.

- 18.3 s@afrika disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- 18.4 Although Goods or Services sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 18.5 Any views or statements made or expressed on the Website are not necessarily the views of s@afrika, its directors, employees and/or agents.
- 18.6 In addition to the disclaimers contained elsewhere in these Terms and Conditions:
 - 18.6.1 s@afrika also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.
 - 18.6.2 You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or

software, save where such risks arise due to the gross negligence or wilful misconduct of s@afrika, its employees, agents or authorised representatives. s@afrika thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website

19. GENERAL

19.1 s@afrika may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

19.1.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

19.1.2 Any failure on the part of you or s@afrika to enforce any right in terms hereof shall not constitute a waiver of that right.

19.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

19.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

19.1.5 These Terms and Conditions contain the whole agreement between you and s@afrika and no other warranty or undertaking is valid, unless contained in this document between the parties.

20. CHANGES TO THESE TERMS AND CONDITIONS

20.1 s@afrika may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the

changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

- 20.2 Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.