

## DISCLAIMER, TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

Before using the site, please read the Disclaimer and Terms and Conditions of Use Agreement (“the Agreement”) contained hereunder. By clicking on the “Accept” button below, you signify that you have thoroughly read and understood the terms contained in this Agreement, and that you agree thereto. Should you (hereinafter referred to as “the user” or “the consumer” or “the buyer” where necessary) not agree to the terms contained herein, click on the “Decline” button below, and do not proceed to use this site.

### 1. DISCLAIMER

- 1.1. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, the use of any this web site is at the user’s own risk, the materials and services provided in connection with this web site are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Neither YSWARA nor any of its affiliates warrant the accuracy or completeness of the materials or services on or through this web site. The materials and services on or through this web site may be out of date, and neither YSWARA nor any of its affiliates make any commitment or assumes any duty to update such materials or services. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law. YSWARA accepts no liability for the use of and / or reliance upon any information of this site, nor shall they be liable in any manner for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of or reliance upon, or the inability to use, the information contained on this site, or the information in any sites or pages linked to this site.
- 1.2. YSWARA, together with anybody related thereto, makes no representations and/or warranties, express or implied, in respect of the items and products provided on the website. To the fullest extent permissible by applicable law, YSWARA hereby disclaims all warranties of any kind, either express or implied, including, any implied warranties with respect to the products and services listed or purchased on or through this web site. Without limiting the generality of the foregoing, YSWARA hereby expressly disclaims all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation.
- 1.3. All items purchased from this website are made pursuant to agreements with shipping and delivery agents and risk of loss passes from YSWARA, the providers, creators, owners, representatives, agents and / or their nominees of this website to the delivery agents upon delivery of any item to such carrier.

### 2. ELECTRONIC COMMUNICATIONS

The user consents to receiving communications from YSWARA, the providers, creators, owners, representatives, agents and/or its nominees electronically and agrees that all agreements, notices, disclosures and other communications sent by YSWARA, the providers, creators, owners, representatives, agents and/or its nominees satisfies any legal requirements, including but not limited to the requirement that such communications should be “in writing”.

### 3. HYPERLINKS

The hyperlinks provided on this website are provided as is and YSWARA, the providers, creators, owners, representatives, agents and / or its nominees of this website do not necessarily

agree with, edit or sponsor the content on such pages.

### 4. SECURITY

- 4.1. YSWARA, the providers, creators, owners, representatives agents and / or its nominees shall not responsible for security breaches occurring on the web site which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on his / her device.
- 4.2. Any person that delivers or attempts to deliver any damaging code to this website or attempts to gain unauthorized access to any page on this website shall be prosecuted and civil damages shall be claimed in the event that YSWARA, the providers, creators, owners, representatives, agents and / or its nominees suffer any damage or loss.
- 4.3. The user agrees and warrants that its log-in name and password shall:
  - 4.3.1. be used for personal use only; and
  - 4.3.2. not be disclosed to any third party.
- 4.4. The user hereby grants YSWARA, the providers, creators, owners, representatives agents and / or its nominees to take all reasonable steps to ensure the integrity and security of this website and back-office applications.

### 5. USE OF INFORMATION

- 5.1. This site is operated and controlled by YSWARA and/ or its affiliates. The information from this website is protected by copyright and other proprietary rights laws. No information from this site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the written consent of a duly authorized representative of YSWARA. YSWARA and/or its affiliates retain all intellectual property rights in any products and items it produces and are reflected in its web site from time to time.
- 5.2. Any unauthorised copying, or attempt at copying, assignment or transfer of this Agreement, shall result in the immediate termination of this Agreement by YSWARA and / or its affiliates.
- 5.3. Except as specified in this Agreement, the user is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the content of this website.
- 5.4. It is recorded that the trademarks, trade names, logos and the like used on this website are registered or un registered trademarks, trade names or logos of YSWARA. The user acknowledges that all right, title and interest to the trademarks, trade names, logos and the like will vest in YSWARA and nothing contained on this website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or other right to use any trademarks, trade names, logos and the like displayed on this website without YSWARA’s prior written approval.
- 5.5. YSWARA expressly reserves the right, in its sole and absolute discretion, to remove, alter, modify, supplement and / or restrict access to the services, content, information, software, or file(s) appearing on or transmitted through this website.
- 5.6. The user hereby ratifies, guarantees and agrees to be personally liable for any and all obligations entered into or assumed by others who use the information, content or services through his / her user account.
- 5.7. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees of this web site shall not be liable, and user hereby waives any claim, for the remission and/or refund of any payment due to the site not being operational for any period of time.

### 6. PRIVACY POLICY

- 6.1. YSWARA respects the user's privacy and is committed to privacy protection principles.
- 6.2. Whilst using this website, information about the user may be either collected by YSWARA, the providers, creators, owners, representatives, agents and/or its nominees or provided by the user. Such information will become the sole property of YSWARA.
- 6.3. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees of this website may use this personal information to provide the user with information regarding its products, services, or events from time to time.
- 6.4. The user may request that YSWARA, the providers, creators, owners, representatives, agents and/or its nominees cease sending the user such information or request that the user's personal information be removed from the database or mailing list at any time by e-mailing [concierge@yswara.com](mailto:concierge@yswara.com).
- 6.5. The user may request access to any personal information concerning himself/herself that YSWARA, the providers, creators, owners, representatives, agents and/or its nominees hold, which request is governed and regulated by the Promotion of Access to Information Act, 2 of 2000.
- 6.6. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees are not responsible for and give no warranties or make any representations in respect of the privacy policies or practices of any third party and/or linked websites.
- 6.7. Whilst this Agreement states YSWARA's standards for maintenance of data that YSWARA, the providers, creators, owners, representatives, agents and/or its nominees may obtain from the user, and every effort will be made in which to meet them, YSWARA is not in a position to guarantee these standards. There may be factors beyond YSWARA's control that may result in disclosure of data. As a consequence, YSWARA disclaims any warranties or representations relating to maintenance or nondisclosure of data.

## 7. UPDATING OF THESE TERMS AND CONDITIONS

- 7.1. YSWARA reserves its right to change, modify, add or remove from portions or the whole of this Agreement from time to time. Changes to this Agreement will become effective upon such changes being posted to this website.
- 7.2. It is the user's obligation to periodically check this Agreement on the website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by this Agreement, including such changes or updates.

## 8. AGREEMENTS OF SALE

- 8.1. An agreement of sale between YSWARA, the providers, creators, owners, representatives, agents and/or its nominees only comes into effect if and when an order is placed and:
  - 8.1.1. a credit card authorization is received from the issuing bank; or
  - 8.1.2. a deposit of an electronic transfer is reflected on YSWARA's bank statement, which funds have already been cleared, and only if such payment is received within 5 (five) business days after completion of payment as contemplated in clause 13 hereunder; or
  - 8.1.3. a direct deposit is reflected on YSWARA's bank statement and only if such payment is received within 5 (five) business days after completion of payment as contemplated in clause 13 hereunder.
- 8.2. Consumers may request a print out of the transactions pertinent to them for a period of 3 months from date of such transaction.
- 8.3. Stocks of all goods on offer are limited. YSWARA shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should

items still be offered after stocks are sold out, YSWARA shall only be liable to refund monies where it is unable to fulfill orders at advertised prices.

## 9. SHIPPING AND RETURNS

- 9.1. Prices
  - 9.1.1. The price of each product and item is displayed with the product and item. In the event of a sale or special offer, the discounted price is displayed.
  - 9.1.2. The price of each offer is displayed in South African Rands.
- 9.2. Shipping Costs
  - 9.2.1. The costs of shipping within the borders of South Africa is determined as follows:
    - 9.2.1.1. Flat rate option: products and items will be insured and delivered to the consumer by YSWARA's courier company;
    - 9.2.1.2. South African Post Office: Shipping will be calculated automatically when the order is created.
- 9.3. Value Added Tax (VAT)
  - 9.3.1. Value added tax at the rate of 14% is charged on goods bought by South African residents.
  - 9.3.2. VAT is not payable on international orders.
  - 9.3.3. All prices are quoted including VAT.

## 10. IMPORT DUTIES

Import duties may be payable by recipients of goods in foreign countries. YSWARA has no knowledge of what levies or duty may be payable and cannot calculate or estimate such costs. The costs thereof shall be paid by the consumer.

## 11. INSURANCE

Goods are NOT automatically covered by insurance unless specifically requested by the consumer, at an additional cost to the consumer, when placing the order.

## 12. DELIVERIES

- 12.1. The consumer acknowledges that in respect of the goods delivered outside the borders of the Republic of South Africa seasonal peaks and delays at customs and the like are outside the control of YSWARA, the providers, creators, owners, representatives, agents and/or its nominees and deliveries may take longer than normal.
- 12.2. In addition, any unreasonable delays that may result in respect of deliveries of the goods, within and outside the borders of the Republic of South Africa, the consumer acknowledges that YSWARA, the providers, creators, owners, representatives, agents and/or its nominees are in no way responsible or liable for such late delivery.
- 12.3. In the event that the goods are not delivered within a reasonable time as stipulated by the respective authority responsible for such delivery, they will be delivered as soon as reasonably practical and the consumer shall have no claim arising out of late delivery nor shall they be entitled to return the product as a result thereof.
- 12.4. It is specifically recorded that time is not of the essence.

## 13. PAYMENT METHODS

- 13.1. Credit card payments
  - 13.1.1. At the time of placing the order the transaction details are presented to the bank and payment is collected.
  - 13.1.2. Note that to protect its own and the interests of customers, YSWARA scrutinizes all transactions with great care to prevent attempted fraud and a transaction may be refused if YSWARA is not satisfied with its legitimacy.

### 13.2. Payments by Electronic Funds Transfer (EFT)

- 13.2.1. If the buyer selects the EFT payment option, delivery will only take place once YSWARA has received and the funds have cleared in its bank account. EFT payments are subject to the following:
- 13.2.1.1. the exact amount must have been transferred;
- 13.2.1.2. the payment must be identified by supplying the order number and surname in the reference section of the deposit slip.
- 13.2.2. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees provide no warranty as to the security of any of the payment methods provided for on this website and it is the responsibility of the user and / or consumer to satisfy itself in respect thereof and the buyer assumes all risks associated therewith.

### 14. COOLING OFF PERIOD

- 14.1. Notwithstanding anything to the contrary contained herein a consumer is entitled to cancel any transaction and any related credit agreement for the supply of products within 7 (seven) days after date of receipt of the goods.
- 14.2. The only charge that may be levied on the consumer is the cost of delivery and return of the goods.
- 14.3. If payment for the goods has been effected prior to a consumer exercising a right referred to in clause 14.1 above, the consumer is entitled to a full refund of such payment, less the amounts set out in clause 14.2 above.

### 15. SPECIAL OFFERS

- 15.1. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees shall not be liable for the sale of items on special offer if such prices were changed and users and / or consumers could not, for any reason whatsoever, conclude an agreement of sale while such special prices existed.
- 15.2. If YSWARA supplies the incorrect product or if the product is in any way faulty or damaged, YSWARA will exchange it for the correct product. However if the product is no longer offered at the special price, it will not be replaced and YSWARA will refund the purchase price including delivery costs.

### 16. GUARANTEE

- 16.1. If YSWARA, the providers, creators, owners, representatives, agents and / or its nominees supply the wrong product or if the product is in any way faulty or damaged, YSWARA will exchange it for the correct and functional product within 30 days of receipt of notification that the product is faulty or damaged from the consumer.
- 16.2. YSWARA shall make a reasonable effort to exchange the product, but if replacement is not possible, YSWARA will refund the purchase price including delivery costs.
- 16.3. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees make no warranty that the products supplied are fit for the purpose for which it is intended, nor are any other warranties or guarantees made in respect of the products, which are sold voetstoots.

### 17. PRODUCT INDEMNITY

YSWARA, the providers, creators, owners, representatives, agents and/or its nominees shall not be liable in any manner for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of or reliance upon, or the inability to use, any product or items sold on this site, save for YSWARA being liable to refund the consumer the full purchase price.

### 18. LIMITATIONS OF LIABILITY

- 18.1. YSWARA, the providers, creators, owners, representatives, agents and / or its nominees assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect the user's computer, telecommunication equipment, or other property caused by or arising from the user's access to, use of, or browsing this website or the user's downloading of any materials, from this website.
- 18.2. In no event will YSWARA, the providers, creators, owners, representatives, agents and / or its nominees 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 on warranty, contract, or any other legal theory and whether or not advised of the possibility of such damages.

### 19. USER INFORMATION

- 19.1. Other than personally identifiable information, which is subject to clause 6 above, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or any other communication the user transmits or posts to this website in any manner ("User Communications") is and will be considered non-confidential and non-proprietary.
- 19.2. YSWARA, the providers, creators, owners, representatives, agents and / or its nominees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes.
- 19.3. YSWARA, the providers, creators, owners, representatives, agents and / or its nominees shall have no obligation to use, return, review, or respond to any User Communications. YSWARA, the providers, creators, owners, representatives, agents and / or its nominees will have no liability related to the content of any such User Communications. YSWARA, the providers, creators, owners, representatives, agents and/or its nominees retain the right to remove any or all User Communications that includes any material it deems inappropriate or unacceptable.

### 20. INAPPROPRIATE MATERIAL

The user is prohibited from posting or transmitting any unlawful, threatening, defamatory, libellous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violate any law. In addition to any remedies that YSWARA, the providers, creators, owners, representatives, agents and / or its nominees may have at law, and without prejudice to same, if YSWARA reasonably determines that the user has violated or is likely to violate the foregoing prohibitions, YSWARA, the providers, creators, owners, representatives, agents and / or its nominees may take any action they reasonably deem necessary to cure or prevent the violation, including without limitation, the immediate removal from this website of the related materials.

### 21. JURISDICTION AND GOVERNING LAWS

- 21.1. This site is controlled and operated by YSWARA, the providers, creators, owners, representatives, agents and/or its nominees within the Republic of South Africa. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 21.2. If the user accesses this website from locations outside

of the Republic of South Africa, that user is responsible for compliance with all local laws within the Republic of South Africa, and the user consents to the jurisdiction of the South Gauteng High Court, Johannesburg, in the event of any dispute.

## 22. DOMICILIUM

YSWARA chooses as its domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices, or other documents or communication of whatsoever nature, 50 Cromartie Road, Hurlingham, Sandton, Gauteng.

## 23. TERM AND TERMINATION

This Agreement shall commence when the user accepts such terms and conditions and continues indefinitely until terminated by YSWARA.

## 24. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable for any reason, that provision is fully severable from the remaining provisions of this Agreement and the remaining provisions are nevertheless valid and enforceable as if those of the provisions held invalid or unenforceable were not part of this Agreement.

## 25. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between YSWARA, YSWARA's representatives, agents and / or its nominees and the user with regard to the use of the content and this website.