

## ALOE UNIQUE TERMS AND CONDITIONS OF USE AND SERVICE

Aloe Unique strives to make every customer interaction a pleasure by ensuring that we fulfil our duties and obligations to every single one of our valued customers. In order to do so, we would like to take this opportunity to share with you our Terms and Conditions of Use and Service, where all users and customers of Aloe Unique can see the exact details of how we value professional transparency and devotion in all of our operations.

By accessing or using [www.aloeunique.com](http://www.aloeunique.com) / [www.aloeunique.co.za](http://www.aloeunique.co.za) (“the Website”), owned and operated by **ZA Natural Care (Pty) Ltd T/A Aloe Unique** (“Aloe Unique”), you agree that you have read, understood and consent to be bound to the terms and conditions contained herein (“the Terms”). All rights in and to the content of the Website remain at all times expressly reserved by Aloe Unique.

**Please pay specific attention to the BOLD paragraphs of the Aloe Unique Terms. These paragraphs limit the risk or liability of Aloe Unique or a related third-party, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Aloe Unique or is an acknowledgement of any fact by you.**

**Please read these terms carefully before accessing or using the Website.**

The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever, including each user who registers as contemplated below.

Please use these hyperlinks to jump to specific important sections in these Terms: [Privacy Policy](#) terms, [Disclaimer](#), [Intellectual Property](#) terms.

### 1. INTRODUCTION AND THE SERVICES

- 1.1. Aloe Unique provides an online information and shopping platform (“**Store**”) which enables users to find out more about Aloe Unique and its products, as well purchase high quality products from Aloe Unique (“**Buyer/s**”), who owns and sells the various products which are showcased on the Website from time to time (“**Seller**”).
- 1.2. In order to use the Website to buy any Aloe Unique product (“**the Product**”), users must successfully register and stay registered on the Website.
- 1.3. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Aloe Unique uploading the amended Terms to the Website. It is your responsibility to read these Terms periodically to ensure you are aware of, and understand, any changes. Please contact [admin@aloeunique.com](mailto:admin@aloeunique.com) for further information on any of the Terms.
- 1.4. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. You must not use this Website for any illegal activity or if you do not agree to the Terms.
- 1.5. 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 the Terms and to be liable and responsible for you and all your obligations under the Terms.

## 2. USER REGISTRATION PROCESS

- 2.1. In order to use certain features of the Website, you must complete the registration process detailed on the Website. Each user shall have only one (1) account and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 2.2. To protect your privacy and security, the Website takes all reasonable steps to verify your identity by requiring a password and username/ID before granting access to your profile and data. To view or change your personal information provided, you can use the “my account” function on the Website.
- 2.3. By entering your personal information on the Website, Aloe Unique is entitled to assume that the person using the Website is you. You are responsible for your account and you should not share your log-in details or password with anyone.
- 2.4. You agree to enter the correct username and password whenever ordering Product on the Website, failing which you will be denied access. This is done for security purposes.
- 2.5. 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, except where the order is cancelled by you in accordance with the Terms.
- 2.6. You agree to notify Aloe Unique immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your account, username and password and to take steps to mitigate any resultant loss or harm.
- 2.7. Aloe Unique may require you to submit your full name, physical address, e-mail address, phone number, and PayFast account information upon registration for the Website.
- 2.8. By submitting your personal information to the Website, you consent to Aloe Unique using this information as per our [Privacy Policy terms](#).

## 3. CONCLUSION OF SALE

- 3.1. Registered users may place orders for Product, which Aloe Unique may accept or reject. Whether or not Aloe Unique accepts an order depends on the availability of Product, correctness of the information relating to the Product (including without limitation the price) and receipt of payment or payment authorisation by Aloe Unique for the Products.
- 3.2. **NOTE: Aloe Unique will indicate the acceptance of your order by delivering the Product to you or allowing you to collect them, and only at that point will an agreement of sale between you and Aloe Unique come into effect (the “Sale”). This is regardless of any communication from Aloe Unique stating that your order or payment has been confirmed. Aloe Unique will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
- 3.3. Prior to delivery or your collection of the Product, 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 Product, you may return the Product only in accordance with the Shipping and Returns provisions below.
- 3.4. Placing Product in a Wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Product, and as such, Product 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 Aloe Unique liable if such Product is not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

- 3.5. **You acknowledge that stock of all Product on offer is limited and that pricing may change at any time without notice to you. Aloe Unique 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 Product is no longer available after you have placed an order, Aloe Unique will notify you and you will be entitled to a refund of any amount already paid by you for such Product.**
- 3.6. Aloe Unique shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Product 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 Shipping Returns Provision below.

#### 4. **PAYMENT METHOD**

- 4.1. Aloe Unique is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service providers.
- 4.2. When purchasing Product from Aloe Unique and following the payment prompts when ordering Product, payment must be effected using PayFast and its respective gateway on the Website.
- 4.3. The Buyer must pay the full price of the Product in order to reserve and purchase the Product. All Products sold are final, subject to clause 5 Shipping and Returns.
- 4.4. Aloe Unique will collect and effect any payments to users using PayFast.
- 4.5. All amounts shall be inclusive of Value Added Tax (“**VAT**”), but will be exclusive of any other applicable taxes/fees, unless otherwise stated and required by law.
- 4.6. You may contact us via email at [admin@aloeunique.com](mailto:admin@aloeunique.com) to obtain a full record of your payment. We will also send you email communications about your order and payment.
- 4.7. When using PayFast:
- 4.7.1. The Website uses and stores payment information with PayFast (Pty) Ltd. with registration number 2007/011558/07 (“**PayFast**”) as an offsite third-party payment gateway to keep your banking details secure.
- 4.7.2. Users must set up a PayFast account and will be bound to any PayFast terms and conditions.

#### 5. **SHIPPING AND RETURNS**

- 5.1. Once a Product is purchased by a Buyer, Aloe Unique will send an automated e-mail to the Buyer confirming the sale and address to which the Product must be sent.
- 5.2. The Product will be shipped with a tracking number within 5-7 business days to the address provided by the Buyer in the registration process. Shipping time will vary depending on the location of the Buyer.
- 5.3. A Buyer can return the Product to Aloe Unique for any reason within 7 (seven) days from their receipt of the Product. The Buyer will be responsible for all return shipping costs. This condition is in addition to all other rights conferred on you by relevant consumer and online protection laws.
- 5.4. The shipping costs, including but not limited to any export/import taxes/duties or release fees, are to be paid by the Buyer. Our delivery charges are subject to change at any time, without prior notice to you, so please check the Website for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

- 5.5. Aloe Unique's 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, or when we deliver the Product to our nominated delivery service provider, accepted by you, who will deliver the Product to you. Aloe Unique 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, or to our nominated delivery service provider, accepted by you.
- 5.6. Buyers from countries outside of South Africa, or for orders to be delivered outside of South Africa, please note that Aloe Unique complies with all South African laws in preparing a Product for export, but will not be responsible for any import duties or obligations arising from the entry of the Product into foreign countries and the application of foreign law. Whilst Aloe Unique uses its best endeavours to ensure that Product is correctly delivered to customers outside of South Africa, it cannot be held liable for any loss or damage caused by any failure of the delivery of a Product outside of the borders of South Africa.
- 5.7. The Product is sold, packaged and dispatched in a state which Aloe Unique warrants as being correct and compliant with the laws of South Africa and as represented on the Website. Aloe Unique is therefore not liable for any handling or delivery of a Product outside of its control, or any effects that derive therefrom, which could have an effect on a Product or its efficacy.

## 6. USER RESPONSIBILITIES AND WARRANTIES

- 6.1. By using the Website, you warrant that:
  - 6.1.1. you have read and agreed to these Terms and will use the Website in accordance with them;
  - 6.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;
  - 6.1.3. you have the legal capacity to understand and be bound by the Terms and are the age of majority in your country of residence and/or you have permission from your guardian to use the Website, if such permission is required;
  - 6.1.4. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
  - 6.1.5. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
  - 6.1.6. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute (see the [Intellectual Property terms](#) for more information);
  - 6.1.7. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances or devices; and/or
  - 6.1.8. facilitate or assist any third party to do any of the above.
- 6.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.

- 6.3. Without prejudice to any of Aloe Unique's other rights (whether at law or otherwise), Aloe Unique reserves the right to deny you access to the Website where Aloe Unique believes (in its reasonable discretion) that you are in breach of any of these Terms.
- 6.4. **Aloe Unique does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

## 7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 7.1. Data messages, including e-mail messages, sent by you to Aloe Unique will be considered to be received only when acknowledged or responded to.
- 7.2. Data messages sent by Aloe Unique to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 7.3. Aloe Unique reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 7.4. Whilst all reasonable care is always used by Aloe Unique, messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Aloe Unique is therefore not responsible for the accuracy of any message sent by email over the internet, whether from Aloe Unique to a user or from a user to Aloe Unique.

## 8. USE OF PERSONAL INFORMATION AND PRIVACY

- 8.1. Aloe Unique adheres to the highest standards of protecting your personal information when using the Website or conducting a transaction. As such, we have created these specific and detailed Privacy Policy terms for you to read and appreciate exactly how we safeguard your personal information and respect your privacy, to the highest standards. For more information regarding your personal information lawfully stored or used by the Website or Aloe Unique, please contact [admin@aloeunique.com](mailto:admin@aloeunique.com) who will gladly assist.
- 8.2. Should you decide to register with or function as a user/customer/merchant/other user on the Website, Aloe Unique may collect, collate, process, and use the following types of information about you when you use the Website ("**personal information**"):
- 8.2.1. **Information provided by the user.** Aloe Unique collects personal information (that is information about the user that is personally identifiable like the user's name, address, age, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, banking/accounting/PayFast account information, product and service preferences and contact preferences that are not otherwise publicly available); and
- 8.2.2. **Information that is collected automatically.** Aloe Unique receives and stores information which is transmitted automatically from the user's computer when the user browse the internet. This information includes information from cookies (which are described in clause 8.14 below), the user's Internet Protocol ("**IP**") address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.
- 8.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. Aloe Unique is however under no obligation to ensure that your personal information or other information supplied by you is correct.

- 8.4. You warrant that the personal information disclosed to Aloe Unique is directly from you as the user/customer/merchant/other user on the Website or in connection to the services, and all such personal information is lawfully yours to provide.
- 8.5. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 8.6. Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website, Product and/or services, and you have consented to this, but we will not, without your express consent:
  - 8.6.1. use your personal information for any purpose other than as set out below:
    - 8.6.1.1. in relation to the ordering, sale and delivery of Product;
    - 8.6.1.2. to contact you regarding current or new Product or services or any other Product offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same contact);
    - 8.6.1.3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same correspondence); and
    - 8.6.1.4. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
  - 8.6.2. disclose your personal information to any third party other than as set out below:
    - 8.6.2.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Product or when delivering Product to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
    - 8.6.2.2. to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new Product or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through same correspondence with us);
    - 8.6.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms and/or the Website's other Policies;
    - 8.6.2.4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate; and

- 8.6.2.5. to our suppliers in order for them to liaise directly with you regarding any faulty Product you have purchased which requires their involvement.
- 8.7. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Aloe Unique is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 8.8. We will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than Aloe Unique's in relation to your personal information.
- 8.9. We will:
- 8.9.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in these Terms;
  - 8.9.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 8.9.3. provide you with reasonable access to your personal information to view and/or update personal details;
  - 8.9.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - 8.9.5. provide you with reasonable evidence of our compliance with our obligations under these Terms on reasonable notice and request; and
  - 8.9.6. upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Website functionality might be lost if certain personal information is amended or destroyed).
- 8.10. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 8.11. Aloe Unique undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms.
- 8.12. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 8.13. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Aloe Unique, Aloe Unique **shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party.** This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 8.14. This Website may make use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's

on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms and the Website’s other Policies.

- 8.15. The user is entitled to request access to any relevant personal data held by Aloe Unique and where such access is necessary for you to exercise and/or protect any of the user’s rights.

## **9. USE AND DISCLOSURE OF INFORMATION**

- 9.1. If you have opted to receive e-mails from Aloe Unique, your email address will be used to contact you from time to time and may also use it for security reasons to confirm your identity.
- 9.2. Aloe Unique agrees not to use the users’ provided electronic mail address in any manner that users do not consent to nor alert any other parties of the users’ address without the user’s consent.
- 9.3. You have the right to opt out of receiving electronic mail communication by following the directions posted on every electronic mail communication.
- 9.4. Aloe Unique may use the information collected automatically, such as the user’s IP address and information stored via cookies, to gather statistics about the number of people who visit the Website and to customise the Website’s content, layout and services.
- 9.5. Aloe Unique will disclose the user’s personally identifiable information if it reasonably believes that it is required to do so by law, regulation or other government authority or to protect the rights and property of Aloe Unique, its affiliates or the public. Aloe Unique may also co-operate with law enforcement in any official investigation and may disclose the user’s personally identifiable information to the relevant agency or authority in doing so.
- 9.6. Aloe Unique reserves the right to transfer your personal information in the event of a transfer of ownership, such as acquisition by, or merger with, another entity. If any acquiring entity should plan to materially change the Terms, Aloe Unique will notify you beforehand.
- 9.7. Circumstances may arise where, whether for strategic or other business reasons, Aloe Unique decides to sell, buy, merge or otherwise reorganize its business. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or the receipt of it from sellers. It is Aloe Unique’s practice to seek reasonable protection for information in these types of transactions and notify you prior to any disclosure of personal information. Such disclosure will also be subject to our [Privacy Policy terms](#).

## **10. ACCESS TO AND ACCURACY OF YOUR INFORMATION**

- 10.1. Aloe Unique strives to keep the user’s personal information accurately recorded. Aloe Unique provides a user with the reasonable ability to review and correct it or ask for anonymization, blockage, or deletion, as applicable.
- 10.2. The user is entitled to request access to any relevant personal data held by Aloe Unique and where such access is necessary for you to exercise and/or protect any of the user’s rights.

- 10.3. Users may request Aloe Unique to review the personal information which it holds and may request for Aloe Unique to delete such information. The deletion of any information may result in certain Website services being unavailable.

## 11. INTELLECTUAL PROPERTY

- 11.1. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with the underlying software code ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by Aloe Unique, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 11.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Aloe Unique first being granted, which consent may be refused at the discretion of Aloe Unique. No modification of any intellectual property or editorial content or graphics is permitted.
- 11.3. Aloe Unique reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website will not be affected by such suspension or termination (as the case may be).
- 11.4. Where any of the Website intellectual property has been licensed to Aloe Unique or belongs to any third party, all 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.
- 11.5. Any enquiries regarding any of the above relating to intellectual property must be directed to Aloe Unique at [admin@aloeunique.com](mailto:admin@aloeunique.com).

## 12. ADVERTISING AND SPONSORSHIP

- 12.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 12.2. Aloe Unique, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## 13. **DISCLAIMERS AND INDEMNITIES**

### **DISCLAIMERS**

- 13.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". **Aloe Unique makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.**
- 13.2. All information or opinions of users made available on the Website in relation to any of the services or Products are those of the authors and not Aloe Unique. While Aloe Unique makes every reasonable effort to present such information accurately and reliably on the Website, Aloe Unique does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 13.3. **Aloe Unique, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.**

- 13.4. **Aloe Unique, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation of sales, the Product, access to, or use of, the Website in any manner.**
- 13.5. **Buyers from locations outside of South Africa, or for orders to be delivered outside of South Africa, please note that Aloe Unique complies with all South African laws in preparing a Product for export or delivery, but will not be responsible for any import duties or obligations arising from the entry of the Product into foreign countries and the application of foreign law. Whilst Aloe Unique uses its best endeavours to ensure that Product is correctly delivered to customers outside of South Africa, it cannot be held liable for any loss or damage of whatsoever nature caused by any failure of the delivery of a Product outside of the borders of South Africa.**
- 13.6. The Product is sold, packaged and dispatched in a state which Aloe Unique warrants as being correct and **compliant** with the laws of South Africa and as represented on the Website. **Aloe Unique is therefore not liable for any handling or delivery of a Product outside of its control, or any effects that derive therefrom, which could have an effect on a Product or its efficacy.**
- 13.7. Aloe Unique takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Aloe Unique does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

#### **INDEMNITIES**

- 13.8. **The user indemnifies and holds harmless Aloe Unique, members, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or services offered or ordered through the Website in any way.**
- 13.9. **The user agrees to indemnify, defend and hold Aloe Unique harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 13.10. **This clause will survive termination of this agreement.**

#### **14. COMPANY INFORMATION**

Site owner:	Cornelis Laubscher
Legal Status: Aloe Unique is a	Registered (Pty) Ltd.
Registration Number:	2014/040379/07
Director:	Cornelis Laubscher
Description of main business:	Manufacturer/Exporter of Aloe Ferox Products
Telephone number:	+27 21 785 4483
E-mail address:	admin@aloeunique.com

Website address: [www.aloeunique.com](http://www.aloeunique.com) / [www.aloeunique.co.za](http://www.aloeunique.co.za)  
Physical address: 4 Galleon Crescent, Sun Valley, 7975  
Postal address: P O Box 1804, Sun Valley, 7975  
Registered address: 44 Chebec Crescent, Sun Valley, 7975

#### 15. DISPUTE RESOLUTION

- 15.1. Should any dispute, disagreement or claim arise between the parties concerning use of the Website, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 15.2. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf.
- 15.3. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.
- 15.4. Notwithstanding the above, both parties retain all of their concurrent rights as provided for under applicable legislation.

#### 16. TERMINATION

- 16.1. Aloe Unique reserves the right to terminate and cancel your account if you breach any of the Terms, or for any other reason provided that Aloe Unique gives reasonable notice to you with written reasons for the cancellation.
- 16.2. If you wish to terminate your agreement with the Terms and with Aloe Unique, you may do so by deregistering your account with the Website and discontinuing the use of the Website.
- 16.3. In the event of cancellation of your agreement with the Terms and with Aloe Unique, Aloe Unique will remove the user from the Website and pay any outstanding monies to the user, as the holder of a Website account.

#### 17. NOTICES AND SERVICE ADDRESS

- 17.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

17.1.1. in the case of Aloe Unique, at

Email	Address
admin@aloeunique.com	4 Galleon Crescent Sun Valley Cape Town South Africa

17.1.2. in the case of the user, at the e-mail and addresses provided by the user to Aloe Unique in the registration process.

- 17.2. Any notices to any party will be sent via prepaid registered post, delivered by hand or sent by e-mail. Unless the contrary is proved, any notice:

- 17.2.1. sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting;
  - 17.2.2. any notice delivered by hand on a Business Day will be deemed to have been received on the date of delivery; provided that if such day is not a Business Day, then such notice shall be deemed to have been received on the 1st (first) Business Day following the date of delivery;
  - 17.2.3. transmitted by email will be deemed to have been received on the same day of transmission; provided that if such day is not a Business Day, then such notice shall be deemed to have been received on the 1st (first) Business Day following the day of transmission.
- 17.3. The term "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 17.4. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 17.5. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## 18. GENERAL

- 18.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.3 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 18.2. No indulgence, leniency or extension of time granted by Aloe Unique shall constitute a waiver of any of Aloe Unique's rights under these Terms and, accordingly, Aloe Unique shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 18.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 18.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 18.5. The user's access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa.
- 18.6. Should you have any complaints or queries, kindly address an e-mail to [admin@aloeunique.com](mailto:admin@aloeunique.com) advising Aloe Unique of same.
- 18.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Aloe Unique in relation to the payment failure or breach.
- 18.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or

provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

- 18.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 18.8 mutatis mutandis.