

# Website Terms of Use

Date of issue/last update: 15 JUNE 2023

**IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE IS SUBJECT TO YOUR ACCEPTANCE OF BOTH THE TERMS AND CONDITIONS OF USE SET OUT BELOW, AND THE PRIVACY POLICY. BY USING THIS WEBSITE, YOU AGREE TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING THE PRIVACY POLICY AND ANY OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE. SHOULD YOU NOT AGREE TO THIS, YOU MUST PLEASE LEAVE THIS SITE IMMEDIATELY.**

## 1. Definitions

The following words and phrases have these meanings in this Agreement:

- 1.1. "Agreement" means these Website Terms of Use including the Privacy Policy and any other policies.
- 1.2. "CPA" means the Consumer Protection Act 68 of 2008 as amended.
- 1.3. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- 1.4. "GDPR" means the General Data Protection Regulations (EU 2016/679) of the European Parliament.
- 1.5. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not) , trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.
- 1.6. "License Agreement" means a license agreement with us that allows you to download and Use the Media separately and apart from the Site.
- 1.7. "Marks" means AQUAO3ZONE ELITE®, AQUA OZONE® and AQUA OZONE ELITE® being registered trade marks of Spa Water Trading (Pty) Ltd.
- 1.8. "Media" means notes, images, vectors or other visual media offered for distribution through the Site and includes portions and adaptations thereof.
- 1.9. "Products" means any products advertised, promoted or offered for sale on or through this Site by us or any third party.
- 1.10. "Site" means the Internet World Wide website at URL [www.ozonemedicare.com](http://www.ozonemedicare.com) or such other URL as we may indicate from time to time.
- 1.11. "Us", "We", or "Our" means Spa Water Trading (Pty) Ltd, a company incorporated in terms of the laws of the Republic of South Africa with registration 2004/005764/07, and also includes reference to any holding company and its subsidiaries.
- 1.12. "Use" in relation to the Media means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works from the Media, and "Use" (*as a noun*) and "Usage" will have a corresponding meaning.
- 1.13. "You" or "Your" refers to you, or your employer or any other person that you have full legal authority to bind and on whose behalf you may be accepting this Agreement.

## 2. Use Subject to these Terms and Conditions

- 2.1. Your use of and access to this Site is at all times governed by this Agreement, and by accessing this Site you agree to adhere to these terms. Your acceptance of this Agreement will be deemed to have been given on the date when you first accessed this Site.
- 2.2. If you do not agree to this Agreement, you must cease your access of this Site immediately.
- 2.3. This Agreement includes our Website Privacy Policy and any other published policies, which are included by reference.
- 2.4. Please note that, due to legal and other developments, we may be required to amend this Agreement from time to time. We will generally put a notice on our home page advising of such change, but we may in exceptional circumstances make changes without giving you notice. It is your duty to familiarise yourself with the current version. Please refer to the date at the top of this document. Continued use of the Site subsequent to any amendments having been affected constitutes your acceptance of this Agreement.

## 3. Content

- 3.1. **NO OFFER.** You should regard nothing contained in this Site as an offer, but merely as an invitation to do business.
- 3.2. No Warranty on Content. All information viewed or accessed from this Site are provided "as is" without any warranty, whether express or implied unless this is specifically imposed by law.
- 3.3. Removal of Media. Any content we feel is inappropriate or inconsistent with the Site may be removed at our own discretion.
- 3.4. Use at own Risk. Any use of or reliance on this Site, the contents of this Site or the information provided through this Site will be at your sole risk. We make no representations or warranties whatsoever as to the accuracy of the information contained in this Site. **The nature of this site is such that it may contain general information on products that may differ from the actual product supplied by us.**
- 3.5. No Warranty on Availability. We do not warrant that this Site or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by us will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Site. Likewise, we do not warrant that any product featured, offered or promoted on this Site will be available.

## 4. Third Party Sites

- 4.1. Content of 3<sup>rd</sup> Party Sites. The Site may contain hyperlinks to websites owned and / or operated by third parties. We are not responsible for the content of such websites, and do not endorse or approve the contents thereof.
- 4.2. Disclaimer of 3<sup>rd</sup> Party Website Content. We consequently do not accept any liability in connection with any third party websites that may be linked to this Site (regardless

of whether or not a link has been permitted by us) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Site does not imply that we sponsor, endorse or are affiliated or associated with the entity that owns or is responsible for the website.

- 4.3. Affiliate sites. We may have an arrangement with certain 3<sup>rd</sup> parties whereby we receive a benefit or commission when you click on a hyperlink on the Site.

## 5. Intellectual Property

- 5.1. Reservation of Rights. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code, Marks and all other works contained in this Site is owned by us or by a third party, and we assert and reserve all of Our rights in this regard, and that third party is entitled to assert and reserve all of its rights in this regard as well. Access to or use of this Site will not in any way result in an assignment or license of any intellectual property owned by us or any other party.

- 5.2. Limited Use. The contents of this Site may not be transmitted, transcribed, reproduced, stored or translated into any other form without our prior written permission. However, we permit you to display the content of this Site on your computer or device as part of your viewing of the Site only.

- 5.3. No Other Use. No other use of this Site or its content is permitted unless you enter into a License Agreement with us. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Site, include the content of this Site in or with any product that you create or distribute, or copy the content of this Site onto your own or another's website, unless as set out in these terms and conditions.

- 5.4. Third Party Owners. The intellectual property rights of products and brands featured on the Site may belong to various third parties.

## 6. Linking, Framing and Crawling

- 6.1. Hyperlinking Restricted. Our express written permission is required before any hyperlink other than to the Home Page of this Site is created. Permission, if granted, will be subject to the condition that the party linking to this Site alerts users to the application of these terms and conditions. Requests for permission can be emailed to [info@ozonemedicsare.com](mailto:info@ozonemedicsare.com)

- 6.2. Permission. Permission to link to this Site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Site at any time and for any reason.

- 6.3. Framing Restricted. Our express written permission, which may be subject to conditions, is required before this Site, any of its pages and/or any of the information contained on the Site is framed. Requests for permission can be emailed to [info@ozonemedicare.com](mailto:info@ozonemedicare.com)

- 6.4. Automated Searches Restricted. Apart from legitimate search engine operators and use of the search facility provided on the Site for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Site for any purpose without our prior written consent.

## **7. Acceptable Use.**

- 7.1. Prohibitions. You agree and acknowledge that you will not use the Site in any unlawful manner or in a manner not approved by the Website Terms of Use. You agree to treat all other users of the Site with respect and will not engage in any of the following activities:
- 7.1.1. Defame, abuse, harass, stalk, threaten or violate the legal rights (such as rights of privacy) of others.
  - 7.1.2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
  - 7.1.3. Publish, post, upload or distribute any material, images or comment that may reasonably be expected to cause or incite hatred or distrust of any person based on their age, race, gender, sexual orientation, religion or disability.
  - 7.1.4. Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless You own or control the rights thereto or have the required authority and have received all necessary consent to the intellectual property.
  - 7.1.5. Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
  - 7.1.6. Delete any legal notices, labels or anything else in the Media or Site content that displays authorship or ownership in any file that is uploaded.
  - 7.1.7. Falsify the origin or source of software or other material contained in a file that is uploaded.
  - 7.1.8. Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.
  - 7.1.9. Use any communications or content or other information obtained through the Site in a manner that is competitive with the Site or Us.
- 7.2. No Liability You agree and acknowledge that we will not be held liable for content created by you and/or other users of the Site, and that you maintain all responsibility for your actions and statements made on the Site.
- 7.3. Removal of Content. We reserve the right to remove content created by users of the Site at any time.

## **8. Purchases and CPA**

- 8.1. No Sale. This Site currently only promotes products available from our agents or for order and no products are sold online.
- 8.2. Returns. Any products featured on this Site and subsequently purchased from us may be returned if defective as provided for in the CPA.
- 8.3. Warranties. Any products featured on this Site which are purchased from us will be sold with such standard warranties as provided for in the CPA.

## 9. Security

- 9.1. No Liability. While We take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Site or by destructive data or code that is passed on to you through the use of this Site.
- 9.2. Prosecution. We may prosecute and seek damages from any person who delivers or attempts to deliver any destructive code to this Site or attempts to gain unauthorised access to any page on this Site.

## 10. Personal Information

- 10.1. Privacy Policy. Further information regarding the manner in which we respect the privacy of your personal information is contained in the Website Privacy Policy.

## 11. Disclaimer and Indemnity

- 11.1. Use of information. We specifically draw to your attention that all information contained on the Site is of a general nature only and that actual product specifications may differ. Likewise, images are for illustrative purposes only and may differ from the actual products sold by us.

- 11.2. Indemnity. You agree to defend, indemnify and hold us (including our directors, officers, agents, employees, suppliers, contractors and affiliates) harmless from and against any and all claims, damages, obligations, losses, costs and liabilities arising from your access to or use of the Site or as a result of your use of or reliance on any of the information contained on the Site or in the materials or content.

11.2.1. You understand that your access to and use of the Site and Services are entirely at your own risk and that the Site is provided on an “as is” or “as available” basis and that we make no representation or warranty of merchantability, fitness for purpose or approval or endorsement by any industry body or regulatory authority.

11.2.2. As much as we have tried to ensure the accuracy and correctness of the information contained on the Site and forming the content and materials, we make no warranties or representations about the accuracy, completeness or otherwise of any of the content or materials including any content provided by third parties or on third party websites and we assume no liability or responsibility for any errors, mistakes, losses or damages arising as a result of your use of the Site.

- 11.3. No Liability. We (including our directors, officers, agents, employees, franchisees and service providers) are specifically not responsible or in any way liable for any direct, indirect, incidental, special or consequential damages that you may suffer arising from your use or misuse of the Site, your reliance on any information or content on the Site, your inability to use the Site or the temporary or permanent suspension or unavailability of the Site.

## 12. Information Required in Terms of the ECT Act

- 12.1. The following are the details of the Website owner.

Website owner: Spa Water Trading (Pty) Ltd, a company incorporated under the laws of the Republic of South Africa.

Registration 2004/005764/07:

E-mail: [info@ozonemedicare.com](mailto:info@ozonemedicare.com)

Physical: 69 Vasco Boulevard, Goodwood, Cape Town, 7460, South Africa

(This is the address at which any legal papers should be served)

Postal: as above

Names of Office Bearers:

- Director MG Russon
- Webmaster / Information Officer:

### **13. Advertising and sponsorship**

13.1. 3<sup>rd</sup> Party Content. This Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this Site complies with all applicable laws and regulations.

13.2. **No Liability. We accordingly exclude, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.**

### **14. Monitoring and interception of data messages**

14.1. In order to provide a relevant, efficient and secure service, and where required and permitted to do so under law, we may monitor and/or intercept electronic communications such as e-mail which are sent to this Site. To the full extent necessary under law you acknowledge that you are aware of the potential monitoring and/or interception and consent to it.

### **15. Receipt of data messages**

15.1. Data messages, including e-mail messages, sent by you to us will be deemed to be received only when acknowledged or responded to.

15.2. A data message sent by us 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.

15.3. We reserve 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 the appropriate action against the sender of such e-mail where necessary.

15.4. You agree that data messages sent to this Site will not be regarded as confidential unless otherwise agreed in writing.

## **16. Payments**

- 16.1. We do not currently offer online shopping and consequently accept no payments through this Site.

## **17. Complaints**

- 17.1. You should address any complaints you may have to [info@ozonemedicare.com](mailto:info@ozonemedicare.com) including "Complaint" in the subject line. Please provide your contact information as well as details of your complaint.
- 17.2. We are committed to customer satisfaction and we will acknowledge receipt of your complaints within two business days and we will respond in writing to your complaint within ten business days.

## **18. Choice of Law**

- 18.1. This Site is controlled, operated, and administered by Us from our offices within the Republic of South Africa.
- 18.2. Access to the Site from territories or countries where the purchase of any products offered or promoted on the Site is illegal, is prohibited.
- 18.3. You may not use this Site in violation of South African laws and regulations.
- 18.4. If You access the Site from locations outside of South Africa, you are responsible for compliance with all local laws.
- 18.5. This Agreement and these Terms and Conditions shall be governed by the laws of the Republic of South Africa.

## **19. Disputes**

- 19.1. Arbitration. Any dispute between the parties arising out of or in connection with your visit to the Site or from this Agreement must be submitted to confidential arbitration. Such arbitration will be held in Cape Town, South Africa, subject to the arbitral law of South Africa. The parties consent to the sole jurisdiction of the High Court of South Africa in adjudicating disputes arising from or connected with the arbitration. The Arbitration Foundation of South Africa will act as the appointing authority.
- 19.2. Urgent Relief. The foregoing will not restrict our right to apply to a competent court for relief should its intellectual property or other rights be violated or threatened, and the parties consent to the jurisdiction of the Western Cape Division of the High Court of South Africa for such purposes.

## **20. Interpretation & General**

- 20.1. Whole Agreement. This Agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 20.2. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.

- 20.3. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
- 20.4. Representatives. Any parties hereto acting in representative capacities warrant that they are authorised to act in such capacities and accept personal liability under this Agreement should they prove not to be so authorised.
- 20.5. Severance. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.