

TERMS OF USE

The following terms and conditions ("Terms of Use") regulate the use of the websites, apps, online-platforms, software and/or computer programs ("Platform") owned or controlled by Optimi Holdings (Pty) Ltd or its affiliates or subsidiaries (collectively "Optimi" or "we" or "us" or "our").

Many of our Platforms enable you to shop online for various product we offer ("Products") as well as view and use the information, material and/or functions found on, or associated with, our Platforms ("Services"). These Terms of Use regulate the use of our Platforms as well as the ordering, purchase, sale, delivery and use of any Products and/or Services offered via our Platforms.

Use of our Platforms is conditioned upon your acceptance of all terms, conditions, policies and notices stipulated in these Terms of Use. By visiting our Platform you agree to be bound by these Terms of Use, including those additional terms, conditions and/or policies referenced or hyperlinked in these Terms of Use or on the relevant Platform or provided through our Products and/or Services. These Terms of Use must be read together with such additional terms, conditions and policies. These Terms of Use supplement such additional terms, conditions and policies and is not intended to override them.

Please read these Terms of Use and all associated terms, conditions and policies carefully before accessing or using our Platforms. If you do not agree to these Terms of Use, you may not access or otherwise use our Platforms, Products and/or Services.

By agreeing to these Terms of Use, you represent that you are at least the age of majority, or that you are the age of majority and you have given us your consent to allow your minor dependent to use our Platforms. A minor may only use our Platforms with the consent and supervision of a parent or legal guardian and in such event the parent or legal guardian agrees to be bound to these Terms of Use.

We expressly reserves the right, in our sole and absolute discretion, to alter and/or amend any criteria, information, prices, Products or Services displayed on our Platforms without prior notice and may, in our sole discretion, change the terms and conditions of using our Platforms at any time without prior notice. It is your responsibility to continually review these Terms of Use. Your continued use of our Platforms constitutes your acceptance of any modification, changes or revisions to these Terms of Use. These Terms of Use cannot be amended without our express written consent.

USE

You are solely responsible for the operation, performance and security of your computer system, device, network and other computing resources used to connect to our Platforms. It is your responsibility to ensure that the device you use to access our Platforms meets all the technical specifications necessary to be compatible with, and allow proper use of, our Platforms. It is your responsibility to implement adequate safeguards and virus checks on the device you use to access our Platforms, to sufficiently protect the safety and reliability of data input and output relating to our Platforms.

In terms of Section 86 of the Electronic Communications and Transactions Act, Act 25 of 2002, you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of our Platforms or to otherwise interfere with the proper functioning thereof. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to our Platforms or attempts to gain unauthorised access to our Platforms shall be held criminally liable, and in the event that we should suffer any damage or loss, civil damages may be claimed.

While using our Platforms, you may not:

- Attempt to gain access to any Platform, Product or Service through unauthorised means;
- Attempt to circumvent, hack or tamper with the security and other features of our Platforms;
- Knowingly or negligently access or use our Platforms in a manner that abuses or disrupts the network, security system or services of our Platforms, interferes with the proper functioning of our Platforms or is otherwise unlawful;
- Attempt to modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or decipher any code relating to our Platforms;
- Transmit material which is defamatory, offensive, abusive, harassing, obscene, slanderous, contains or amounts to hate speech or is otherwise unlawful;
- Transmit any unauthorised advertisement, junk mail or spam, or any material that may infringe our intellectual property rights or that of any third party;
- Transmit material that is harmful to computer code or contains software viruses.

We may, at our discretion, restrict your access to all or part of our Platforms in the event your use infringes the provisions of these Terms of Use.

You agree to immediately notify us of any unauthorised use, or breach of security, of our Platforms. Unauthorised use or security breaches may be reported at info@optimi.co.za.

USER ACCOUNT

In order to purchase and/or make use of certain Products and Services, you may be required to register an account with the Platform offering such Product or Service ("User Account"). All information provided by you, or on your behalf, for the purpose of creating a User Account must be current, complete and accurate. You are responsible for keeping such information updated.

Your User Account will provide you with secure online access to manage your account with us. The creation of your User Account is subject to our approval. The turnaround time for applications and registration of a User Account is not guaranteed.

To register a User Account, you will be required to set up secured accessed mechanisms, such as a username and/or password ("User Access Information"). You must treat your User Access Information as confidential and not disclose it to any unauthorised third party.

You are solely responsible for the security of your User Account, including maintaining the confidentiality of your User Access Information and logging out of your User Account at the end of each session. You will be responsible for all activities that occur under your User Account. Once your User Access Information has been used to access our Platforms, you will be liable for all activity on your User Account, irrespective of whether such use is unauthorised or fraudulent. We will not be liable for any loss that you may incur as a result of an unauthorised third party using your User Access Information or User Account, and you may be held liable for any costs and/or losses incurred by us and/or another party due to such third party using your User Access Information or User Account.

We reserve the right to monitor and review your use of our Platforms as well as your User Account to confirm compliance with these Terms of Use. We may suspend or terminate your User Account as well as restrict or limit your access to our Platforms due to non-compliance with these Terms of Use.

You agree to immediately notify us of any unauthorised use, or breach of security, of your User Account or User Access Information. Unauthorised use or security breaches may be reported at info@optimi.co.za.

PRODUCTS & SERVICES

We may market and advertise certain Products and/or Services on our Platforms, which may be ordered and purchased online using our Platforms.

Any information or data found on our Platforms shall not be construed as an offer to do business and shall merely be an invitation, by you, to do business which requires the acceptance of such offer by us. Our acceptance shall always be subject to the availability of Products and/or Services and the correctness of the information relating to the Products and/or Services.

We cannot guarantee the availability of Products and/or Services. Any Product or Service may be modified suspended, discontinued or limited without notice. We shall not be liable to you or to any third-party for any modification, suspension, discontinuance or limitation of any Product or Service. When a Product or Service is no longer available after you have placed an order, we will notify you and you will be entitled to a refund of any amount already paid for such Product or Service.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Certain Products and/or Services may not be purchased for re-sale. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorised dealers, resellers or distributors. Should we suspect that any such Products and/or Services are being purchased for re-sale, we are entitled to cancel your order immediately on notice to you, suspend or terminate your User Account as well as restrict or limit your access to our Platforms.

We may use third party agents for shipping, delivery or transmission services in respect of Products or Services ordered and/or purchased using our Platforms. Risk of loss in such Product or Service shall pass from us to such agent upon delivery of any item to such agent.

We shall not be liable for any damage, loss or liability of whatsoever nature arising from the use of any Product or Service sold on our Platforms.

FEES & PRICING

All pricing in respect of Products and Services offered on our Platforms are subject to change at any time without notice, at our sole discretion. We shall not be liable to you or to any third-party for any price change of any Product or Service.

ORDERS

To order Products and/or Services via our Platforms you will be required to register a User Account with the relevant Platform. If you already have a User Account, you must log onto your account using your User Access Information.

Before processing any order, you will be required to expressly accept the terms and conditions of the purchase agreement applicable to the ordered Products and/or Services.

These Terms of Use must be read together with the terms and conditions of such purchase agreement. These Terms of Use supplement the purchase agreement and is not intended to override them.

Our Platforms may provide you with an option to place Products and/or Services in a "shopping cart" or "wish list". To do so will not constitute as a purchase unless you complete the entire purchase process. Items may be removed from your "shopping cart" or "wish list" at any time prior to purchase and we shall not be liable to you or to any third-party for the removal of such items.

PAYMENTS

All transactions, whereby our Products and/or Services are ordered and/or purchased using our Platforms, are subject to automated processing.

To order and purchase Products or Services, you will be required to provide certain personal information as well as billing details. You agree to provide current, complete and accurate purchase and account information for all purchases made on our Platforms. You agree to promptly update your User Account, User Access Information and billing information, including your credit card numbers and expiration dates, as and when such update is required.

Our Platforms may allow for various methods of payment. The available payment methods may vary depending on the particular Platform, Product or Service. We reserve our right to include and discontinue any payment method at our sole discretion and without notice. We shall not be liable to you or to any third-party for any modification or discontinuance of any payment method available on our Platforms. It is your responsibility to continually review the payment methods available to you on our Platforms.

We may use third-party tools to offer one or more payment methods. By using any third party payment tool, you acknowledge and agree to the terms and conditions prescribed by such third party in respect of such payment tool. We shall have no liability whatsoever arising from or relating to your use of optional third party payment tools. Any use by you of third party payment tool offered through the Platform is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided.

In respect of any available method used to perform a payment via our Platforms, you warrant that you are fully authorised to use such payment method for purposes of making such payment. You also warrant that your elected payment method has sufficient available funds to cover all the costs incurred as a result of the transaction.

Your subscription of certain Products and/or Services may create a recurring charge against your User Account. It is important to ensure that all charges to your User Account are paid timeously and in full. Optimi follows a strict process for the collection of outstanding/overdue payments and may use third party debt collectors or legal teams to assist.

You are responsible for all amounts due in terms of your User Account. Unpaid accounts will result in the suspension or limitation of your access to the Platforms, Products and/or Services and may lead to legal action and credit blacklisting. Suspension or limitation of your access to the Platforms, Products and/or Services may occur if your User Account is in arrears for 30 days or more. To remedy this suspension or limitation, the outstanding amount must be paid in full or an approved alternative arrangement must be made with Optimi. The latter will only be allowed in exceptional cases.

The suspension or limitation of your access to the Platforms, Products and/or Services may affect the services provided by third parties making use of our Platforms, Products and/or Services. We shall not be liable to you or to any other person for any indirect, consequential or incidental loss or other damages, whether direct or indirect, arising out of or relating to the suspension or limitation of your access to the Platforms, Products and/or Services

RETURNS & CANCELLATIONS

Products and Services ordered and/or purchased on our Platforms are subject to our Returns & Cancellations Policy, which can be found on our Platforms. Our Returns & Cancellations Policy is incorporated into these Terms of Use by reference. These Terms of Use supplement such Returns & Cancellations Policy and is not intended to override it.

COPYRIGHT AND INTELLECTUAL PROPERTY

All content on our Platforms, including but not limited to the text, software, photographs and graphics, are protected by copyright owned by Optimi or its licensors.

Optimi or its licensors retain all proprietary rights, title and interest in the content on our Platforms, which shall include all modifications, enhancements, derivative works, configurations, translations and upgrades thereto.

Subject to the rights afforded to you herein, all other rights to all intellectual property on our Platforms are expressly reserved.

You may not use or in any way exploit our name, trademarks, logos or other proprietary marks or any content of our Platforms, in whole or in part, except as provided in these Terms of Use.

ELECTRONIC COMMUNICATIONS

When you communicate with us via our Platforms and do not explicitly request a non-electronic communication medium, you consent to receiving communications from us electronically and agree that all agreements, notices, disclosures and other communications sent by us satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

Any electronic communication or material you transmit to us via a public forum or which is not of a confidential nature, including but not limited to any questions, comments, suggestions or the like, will be treated as non-confidential unless the contrary is expressly agreed in writing.

Any electronic communication by us, intended solely for the use of an intended recipient, shall be regarded as confidential.

The views expressed in any electronic communications transmitted via our Platforms are those of the individual sender, unless the context clearly provides otherwise.

No data message shall be deemed to have been received by us until the complete data message enters our electronic data message server and is capable of being retrieved and processed by the addressee.

WARRANTIES

The Platforms, Products and/or Services are provided "as is". While we endeavour to ensure that the information on our Platform, in our Products and/or Services are accurate and complete, we DO NOT make any warranty or guarantee (whether express or implied):

- As to the quality, timeliness, operation, integrity, availability or functionality of the Platform, Products and/or Services or as to the accuracy, completeness or reliability of any information on the Platform, Products and/or Services;
- As to merchantability, fitness for a particular purpose, completeness, or non-infringement in respect of the Platform, Products and/or Services;
- That our Platforms, Products and/or Services shall operate timely, continuously, without interruptions or be error-free;
- That our Platforms, Products and/or Services are free of infection, virus or other code that has contamination or destructive properties.

If any such representations, warranties or guarantees are made by our representatives, and we shall not be bound thereby.

LIABILITY

The use of the Platforms, Products and/or Services is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Platforms, Products and/or Services or reliance on any information on the Platforms, Products and/or Services. We shall not be liable to you or to any other person for any indirect, consequential or incidental loss or other damages, whether direct or indirect, arising out of or relating to: loss of data, loss of income, loss of opportunity, lost profits, costs of recovery or any other damages, however caused.

To the maximum extent possible under the applicable law, we disclaim liability for any claim, loss, injury or damage arising out of or in connection with the use of the information, Products and/or Services available from, or through, our Platforms.

There may be security, transmission or other risks associated with the use of our Platforms, Products and/or Services and you expressly agree to assume any and all such risks.

We does not screen the content found on our Platforms and does not accept any liability for illegal, defamatory or obscene content.

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products and/or Services on the Platform. However, should there be any errors of whatsoever nature on the Platform (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 & Cancellations Policy.

TERMINATION

These Terms of Use shall commence when you start using our Platforms, Products and/or Services and continues indefinitely until terminated.

Upon termination of the Agreement for any reason, the rights granted to you under these Terms of Use shall terminate and you will immediately discontinue all access and use of our Platforms, Products and/or Services. We shall have no obligation to maintain your User Access Information and/or your User Account following termination and may destroy or delete your User Access Information and/or User Account after termination.

GOVERNING LAWS

The Platform is hosted, controlled and operated from the Republic of South Africa, therefore the provisions of these Terms of Use shall be solely and exclusively governed by, and interpreted in accordance with, the law of the Republic of South Africa.

For the purpose of jurisdiction, you acknowledge and agree that these Terms of Use is concluded at Optimi's head office in Centurion, Gauteng.

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of these Terms of Use, the Republic of South African law will apply and the appropriate courts of the Republic of South Africa will have jurisdiction.

PERSONAL INFORMATION

The collection and use of your personal information shall be in accordance with our Privacy Policy, which can be found on our Platforms. Our Privacy Policy is incorporated into these Terms of Use by reference. By using our Platforms, you consent to the collection and use of your personal information in accordance with our Privacy Policy.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Platform is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Platform (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

THIRD PARTY WEBSITES

Where our Platforms provides hyperlinks to external third party websites, such hyperlink does express or imply our endorsement of the material on such website or any association with its operators. We disclaim any responsibility for the materials contained in such linked websites. These Terms of Use do not apply to those third party websites and we are not responsible for the practices and/or privacy policies of those websites.

COOKIES

By using our Platforms, you agree to the use of cookies which Optimi may use to facilitate use of the Platforms, Products and/or Services. Optimi does not store passwords or any personal information of the user in the cookies, and does not sell, trade or rent any of your personal information to unaffiliated third parties.

ASSIGNMENT

You may not assign your rights or delegate your duties under these Terms of Use either in whole or in part without our prior written consent. Any attempted assignment without such consent shall be void.

GENERAL TERMS

Captions and headings are used herein for convenience only, are not a part of these Terms of Use, and shall not be used in interpreting or construing these Terms of Use.

No party will be responsible for any delay, interruption or other failure to perform under these Terms of Use due to vis major events and acts beyond a party's reasonable control, but only for so long as such conditions persist. Vis major events may include: natural disasters; wars; terrorist activities, activities of local exchange carriers, telephone carriers, wireless carriers and Internet service providers; labour disputes; and acts of government.

The provisions of these Terms of Use shall be individually severable. Should any provisions be found by a court, of competent jurisdiction, to be invalid or unenforceable for any reason the remaining provisions shall remain binding and of full force and effect.

Any failure or delay by Optimi to exercise or enforce any right or provision of the Agreement shall in no way constitute a waiver of such right or provision.

DOMICILIUM AND INFORMATION DISCLOSURE

Optimi elects as its domicilium citandi et executandi for all purposes under these Terms of Use, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 7 Impala Drive, Doringkloof, Centurion.

The following information is disclosed in terms of Section 43 of the Electronic Communications And Transactions Act, Act 25 of 2002:

Name: Optimi Holdings (Pty) Ltd

Registration number: 2016/217646/07

Directors: PN de Waal, A Mellet, S Botha, W Pretorius, L Ramiah (non-executive), A Moloisane, J Liebenberg (non-executive)

Place of registration: 7 Impala Drive, Doringkloof, Centurion.

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