

TERMS OF USE 1. ACCEPTANCE OF THESE TERMS

1. **1.1.** These Terms of Use, including our Privacy Policy and all other policies that may be posted on the Londre Tan Group website ("**Website**") set out the terms on which we offer you access to use our **Website**. All of our policies are incorporated into these Terms of Use. You agree to comply with all of our policies and in particular these Terms of Use when you access and use our **Website**.
2. **1.2.** It is your responsibility to read up on the Privacy policy regarding the way personal information is used.
3. **1.3.** It is your responsibility to familiarise yourself with these Terms and check them regularly for any updates.
4. **1.4.** By accessing the application and using our services, you agree to all the terms set out in these Terms of Use. Should you not agree to these terms, or any of our updates or changes thereto as dealt with below, you should not access or use the **Website**.
5. **1.5.** When we refer to "users", "you" or "your" we mean you, the person accessing or using the **Website**.
6. **1.6.** In order to use this **Website** you confirm that you are 18 years or older, or that you have been duly assisted by parent/s or legal guardian to consent to these terms.
7. **1.7.** These terms of use contain provisions that appear in similar text and style to this clause and which may:

1.7.1. limit the risk or liability of Londre Tan Group or a third party; and/or

1.7.2. may create risk or liability for the user; and/or

1.7.3. may compel the user to indemnify Londre Tan Group or a third party; and/or 1.7.4. serves as an acknowledgement, by the user, of a fact.

8. **1.8.** Your attention is drawn to these Terms of Use because they are important and should be carefully noted.
9. **1.9.** If there is any provision in these Terms of Use that you do not understand, it is your responsibility to ask us to explain it to you before you accept the of Use or continue using the **Website**.

1.10. By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions (Terms of Use), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation to users who are browsers, vendors, customers, merchants, and/or contributors of content.

2. Online Store Terms

2.1. By agreeing to these Terms of Use, you represent that you are over the age of majority, or that you are the age of majority and you have given us your consent to allow any of your minor dependents to use this site.

2.2. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdictions (including but not limited to copyright laws).

3. USING THE WEBSITE

3.1. The **Website** is made available free of charge.

3.2. As a 3.2.1.

3.2.2. 3.2.3.

3.2.4. 3.2.5. 3.2.6.

3.2.7. 3.2.8. 3.2.9.

3.2.10.

3. **3.3.** We reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently, or to refuse a user's registration or use of our services.
4. **3.4.** You understand and agree that the information, details and descriptions set out on this **Website**, including the details regarding the products and services may change from time to time. This **Website** may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our Services.

4. CHANGES TO THE SERVICE AND PRICES

1. **4.1. Prices for our products are subject to change without notice.**
2. **4.2. We reserve the right at any time to modify or discontinue the Service (or any part or**

content thereof) without notice at any time.

3. **4.3. We shall not be liable to you or to any third-party for any modification, price change,**

suspension or discontinuance of the Service.

5. PRODUCTS OR SERVICES

5.1. Certain products or services may be available exclusively online through the website.

These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

condition of your use of the **Website**, you agree that you will not:
distribute viruses or any other technologies that may harm the **Website** or the interests or property of Londre Tan Group or other users;
copy, modify, resell, or distribute any content on the **Website** without our consent;
use any robot spider, scraper or other automated means to access the **Website** and collect content for any purpose without our express written permission;
use any meta tags, search terms, key terms, or the like that contain the **Website's** name or trademarks used on the **Website**;
engage in any activity that interferes with the **Website** or another user's ability to use the **Website**;
modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the website and the services offered on the **Website**; or
assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

All personal information such as passwords, and any activity on the member's account shall be the sole responsibility of that member;

Harvest or otherwise collect information about others, including email addresses, without their consent or otherwise violate the privacy of another person; or
bypass measures used to prevent or restrict access to the **Website**.

2. **5.2.** We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
3. **5.3.** We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.
4. **5.4.** All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of Londre Tan Group.
5. **5.5.** We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
6. **5.6.** We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

6. ACCURACY OF BILLING AND ACCOUNT INFORMATION

1. **6.1.** 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.
2. **6.2.** 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.
3. **6.3.** 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.
4. **6.4.** We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

6.5. You agree to provide current, complete and accurate purchase and account

information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and Contact you as needed.

6.6. For more detail, please review our Returns Policy.

7. OPTIONAL TOOLS

1. **7.1.** We may provide you with access to third-party tools over which we neither monitor nor have any control, nor input.
2. **7.2.** You acknowledge and agree that we provide access to such tools “as is” and “as

available” without any warrants, 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.

3. 7.3. Any use by you of optional tools offered through the site 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).
4. 7.4. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

8. ERRORS, INACCURATE INFORMATION AND OMISSIONS

8.1. Occasionally there may be information on our site or in the Service that contains

typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

2. **8.2.** We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
3. **8.3.** We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.
4. **8.4.** No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

9. COPYRIGHT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY

1. **9.1.** Any and all copyright relating to the Website, including these terms and conditions, is held by Londre Tan Group. All rights not expressly given are reserved. Much of what you see on the Website is produced by Londre Tan Group. You may download, view and print content from this site only for private and non-commercial ends, if you do so, you agree not to remove any watermark or other mark on any image. If you do use any content from the Website as aforementioned, ensure that Londre Tan Group is cited as the source with a very visible credit and direct link to the relevant page on the Website publication. To obtain permission for commercial use of any content from this site, please send an email to Lilian Muhammed at lilian@londretangroup.com
2. **9.2.** All content, trademarks and data on this Website, including but not limited to software,

databases, text, graphics, icons, links, private information, designs and agreements, are the property of or under licence of Londre Tan Group. As such they are protected by local and international legislation and agreements.

3. 9.3. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, defamatory, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

10. LIMITATION OF LIABILITY

10.1. It is a term and condition of the use of this Website that you expressly agree that the

use of the Website is entirely at your own risk. The Website and all content on the Website is provided on an "as is" basis, and Londre Tan Group makes no representations or warranty of any kind, whether express or implied, to the accuracy of the contents on the Website.

10.2. Londre Tan Group does not warrant that the functions provided by the site will be uninterrupted or error-free, or that the site or the server is free from viruses or other harmful components, although every effort is made to prevent this.

10.3. Londre Tan Group will not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

10.4. You agree to indemnify, defend and hold harmless Londre Tan Group and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

11. SECURITY

11.1. In order to ensure the security and reliable operation of the Website for all users,

Londre Tan Group reserves the right at its discretion to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.

11.2. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

11.3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by Londre Tan Group.

11.4. Any user who commits any of the offences detailed in Chapter 13 of the *Electronic Communications and Transactions Act 2002* (specifically sections

85 to 88, inclusive) will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Londre Tan Group and its affiliates, agents and/or partners.

12. USER COMMENTS, FEEDBACK, COMPETITIONS AND OTHER SUBMISSIONS

12.1.If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any

comments.

12.2.You agree that your comments will not violate any right of any third-party, including

copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain defamatory or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy.

12.3.We take no responsibility and assume no liability for any comments posted by you or any third-party.

13. COOKIE/TRACKING TECHNOLOGY

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

14. GENERAL

14.1.These terms and the other policies posted on the Website constitute the entire

agreement between Londre Tan Group and you.

14.2.This agreement is governed by the laws of the Republic of South Africa. You agree that any claim or dispute you may have against Londre Tan Group must be resolved by in the courts of the Republic of South Africa.

14.3.If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.

14.4.We may update these Terms of Use at any time and in our sole discretion. Any such change will be effective from the date of being posted on the **Website**.

14.5.Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

14.6.We reserve the right to refuse service to anyone for any reason at any time.