

Important Notice

1. Please read our terms of use carefully. Your use of this website and any of the services offered on this web site will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site or use any of the services available via our website.
2. Our terms contain specific provisions to limit our liability. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our website.
3. If you are under 18 years of age you may not access our web site, use the services or participate in the activities available via our web site.
4. We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.

Part A: General Information and Terms

1 General Information

For your convenience, we have listed below some general information about ourselves:

- "We" are DocMD Wellness, and "us" and "our" have a corresponding meaning herein.
- Our registered address is at G04, The Gatehouse, Century Way, Century City, 7441 and we will accept service of all legal documents there;
- Our telephone numbers is Tel: +27 83 474 7896 and email is reception@docmd.co.za

2 Definitions

In these terms of use:

- Products mean any goods or other products that are made available by us via this website;
- We, us and our means DocMD Wellness (and, unless the context indicates otherwise, its owners, employees, suppliers, internet service providers, agents and affiliates);
- You mean the user of this website;
- Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the terms.

3 General Conditions of Use for this Web or Mobi Site

- You are solely responsible for any and all telephone usage and rental fees and/or internet access service fees that may apply to your use of this website and the services offered on it.
- You may not access this site for any purpose other than for utilizing the services offered on it in the normal manner. You may not access our site for the purposes of redistributing or otherwise using any of our content for your own business purposes

unless you are expressly licensed thereto by us in writing. You may not use your access to this site in a manner that would bring us, our business and/or any of our affiliates into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of this site. You may not post or transfer any material to our web site that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. We may remove any content you have submitted to this site and/or suspend your access to any part of this site at any time without notice.

- We do not usually monitor, edit, control or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify our practice if you have a complaint about the activities of or content submitted by a user of this site.
- We do not distribute or endorse any products, services or events posted, promoted and/or listed on our site other than the products and services we supply ourselves and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- Notwithstanding that this site may contain links to third party websites and that some third party websites may contain links to this site we do not control, endorse or approve the activities or content of any such third party websites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
- Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in the components of this site belong to us and our licensors, including in the compilations, collective works and derivative works created incorporating the content of our users. The individual content you may submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.
- The downloading and use of data contained on this website is done at your sole discretion. You should independently verify the completeness and reliability of information provided on or via this site. Also be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
- Access to our website services is provided to you free of charge. Reliance on and use of our website, content and services are therefore at your own risk. In no event will we be

liable to you for any loss or damage of any kind in contract, delict (including negligence), statute or otherwise arising in connection with your reliance on or use of this site or the content or services provided, save to the extent that such liability cannot be excluded by applicable law or the contrary is expressly stated.

- We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use including those relating to our ordering service. It is your responsibility to review our terms of use on each occasion prior to making use of this site and our ordering service. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- You accept that you will be personally liable for all transactions concluded on your account.
- We are committed to protecting your privacy. We will collate the information which you give to us to provide you with services and personalize your use and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest. We may also permit the affiliated entities in our company group to inform you about products or services they offer that might interest you. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Personal Information Processing Policy, including for the purpose of processing your orders and instructions. For further information regarding our treatment of your personal information, you are referred to our Personal Information Processing Policy.
- We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our website and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

4 Complaints and General

- We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can submit a form online or via email. We will try to do our best to resolve any problems that arise. We require that you provide us with the following as part of your complaint:
- Your full names, physical address, telephone number and email address;
- The location and description of the service feature or transaction which is the cause of your complaint;
- The problem with the service or transaction or rights that you allege to be infringed by such feature or component;
- The actions you would like us to take to remedy the problem;
- A statement confirming that you are making the complaint in good faith;

- A statement confirming that the information you are providing to us is to the best of your knowledge true and correct;
- Please incorporate your signature into the complaint.
- Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Cape Town High Court provided that if any South African Lower Court has competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Lower Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction. You agree to accept service of legal process at the addresses you may provide to us when you use or subscribe to our web site services.
- These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to this site, the services offered here and any products and services acquired through this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.
- Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
- You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.
- We will be excused from a failure to perform or delay in performance of our obligations hereunder if and to the extent that circumstances outside our reasonable control prevent or delay such performance.
- We will try to ensure that sensitive payment information (such as your credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. However, we do not guarantee the absolute security of any information you transmit to us or that is transmitted to you or any other person.
- We shall 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.
- You hereby indemnify DocMD Wellness against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website. Although goods sold from the website may, under certain specifically defined circumstances, be under warranty, the website itself and all

information provided on the website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

5 Returns

- Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

6 Conclusion of sales and availability of stock

- Registered customers may place orders for goods, which we may accept or reject. Whether or not we accept an order depends on the availability of goods, correctness of the information relating to the goods (including without limitation the price) and receipt of payment or payment authorisation by us for the goods.
- We will indicate the acceptance of your order by delivering the goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and us come into effect (the “Sale”). This is regardless of any communication from us stating that your order or payment has been confirmed. We will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- Prior to delivery or your collection of the goods, 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 goods, you may return the goods only in accordance with the Returns Policy.
- You acknowledge that stock of all goods on offer is limited and that pricing may change at any time without notice to you. In the case of goods for sale by use, we 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 goods are 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 by you for such goods.
- In the case of goods for sale by a third party seller, we rely on inventory information supplied by the relevant third party seller and we accordingly bear no liability for any inaccuracies in the information supplied to it. Consequently, should you order any goods from a third party seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant third party seller, your respective rights and obligations being as set out in these terms and conditions.

7 Payment

Whether the goods are for sale by us or a third party seller, payment can be made for goods via paying into the business account details as seen on the website via –

- debit card;
- credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the website;
- direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 2 (two) days of placing your order. We will not accept your order if payment has not been received; and
- Instant EFT.

8 Delivery of goods

- For self-collection at the address on the Website only.