

WEBSITE TERMS AND CONDITIONS

FOR

**AVROY SHLAIN COSMETICS PROPRIETARY LIMITED
(REGISTRATION NUMBER: 1992/002125/07)**

Avroy Shlain Cosmetics (Pty) Ltd
Stand 8, Growthpoint Business Park
162 Tonetti Street, Halfway House Ext 7
Midrand, Gauteng.
1685

Customer Services 0860 114 182 (share call)
www.avroyshlain.co.za

Directors: AVROY SHLAIN COSMETICS (PTY) LTD - Reg. No. 2020/573695/07
Andrew Stuart Hall, Andrew Stuart McLeod, Yousuf Sujee, Justin Hewett, Annette Kidson



1 WEBSITE TERMS AND CONDITIONS OF USE

- 1.1 This document sets out the terms and conditions ("**Terms and Conditions**") of Avroy Shlain Cosmetics Proprietary Limited ("**Avroy Shlain**") with registration number 1992/002125/07 ("**the Company**") governing the access and use of the information, products, services and sale of products and in general the use of and functions provided on <https://avroyshlain.co.za/> ("**Website**").
- 1.2 These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("**you**", "**your**" or "**user**"). **By using the Website you acknowledge that you have read and understood, and hereby agree to be bound by these Terms and Conditions.**
- 1.3 **Should any person that accesses the Website disagree with any of the Terms and Conditions, you must refrain from accessing the Website and/or using our services.**
- 1.4 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. You must obtain your parents' or legal guardian's advance authorisation, permission and consent to be bound by these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- 1.5 **The Company permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you accept all the Terms and Conditions unconditionally. YOU MUST NOT USE THIS WEBSITE IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS.**
- 1.6 The Company reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms and Conditions. Such amendments shall supersede and replace any previous Terms and Conditions and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, you consent, by such access and/or use, to the Terms and Conditions, as amended and/or replaced by the Company from time to time. If you are not

satisfied with the amended Terms and Conditions, you should refrain from using the Website.

- 1.7 If there is anything in these Terms and Conditions that you do not understand then please contact us as soon as possible on 011 655 3500. Please note that calls to us may be monitored for training, security and quality assurance purposes.

2 CONTENT OF THE WEBSITE

- 2.1 Avroy Shlain is a cosmetics-based company focused on uplifting our customers' positive self-image. Avroy Shlain has its roots as a skincare brand founded in 1973 by Avroy and Beryl Shlain with the guiding principle of positivity and empowerment to all our customers.
- 2.2 The Website contains information about the goods and services of Avroy Shlain and provides details on how you may contact us. The Website further provides an interface for users to subscribe as beauty advisors of Avroy Shlain.
- 2.3 The Company reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.4 The Company reserves the right to change and amend the products and details quoted on the Website from time to time without notice.
- 2.5 The Company may use the services of third parties to provide information on the Website. The Company has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that the Company and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.
- 2.6 The Company makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation –

- 2.6.1 the Company does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality;
- 2.6.2 whilst the Company has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
- 2.6.3 whilst the Company has taken reasonable measures to ensure that the content of the Website is accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by the Company's representatives, the Company shall not be bound thereby.

3 LINKED THIRD PARTY WEBSITES AND THIRD PARTY CONTENT

- 3.1 The Company may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and the Company does not endorse, nor does the inclusion of any link imply the Company's endorsement of such websites, their owners, licensees, administrators, content or security practices and operations.
- 3.2 While the Company tries to provide links only to reputable websites or online partners, the Company cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the Company. The Company is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 3.3 You agree that the Company shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any

dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

4 USAGE RESTRICTIONS

The user hereby agrees that it shall not itself, nor through a third party:

- 4.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms and Conditions;
- 4.2 decompile, disassemble or reverse engineer any portion of the Website;
- 4.3 write and/or develop any derivative of the Website or any other software program based on the Website;
- 4.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of the Company;
- 4.5 remove any identification, trademark, copyright or other notices from the Website; and/or
- 4.6 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable.

5 SECURITY

- 5.1 In order to ensure the security and reliable operation of the services to all the Company's users, the Company hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

- 5.2 You may not utilise the Website in any manner which may compromise the security of the Company's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Company suffer any damage or loss, civil damages shall be claimed by the Company against the user.
- 5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Company and its affiliates, agents and/or partners.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 For the purpose of this clause, "**Intellectual property rights**" means any and all of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Company, currently or in the future, including without limitation, the Company's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("**proprietary material**"), are the property of, or are licensed to, the Company and as such are protected from infringement by local and international legislation and treaties.
- 6.3 By submitting reviews, comments and/or any other content (other than your personal information) to the Company for posting on the Website, you automatically grant the Company and its affiliates a

non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.

- 6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 6.5 Except with the Company's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 6.6 Irrespective of the existence of copyright, the user acknowledges that the Company is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 6.7 The Company authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7 RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The user's use of this Website and the information contained on the Website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall the Company be liable for any loss, harm, or damage suffered by the user as a result thereof. The Company reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should the Company deem it necessary.

- 7.3 To the extent permissible by law:
- 7.3.1 Neither the Company, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked Website, even if the Company knows or should reasonably have known or is expressly advised thereof.
- 7.3.2 The liability of the Company for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to the Company rectifying the malfunction, within a reasonable time and free of charge, provided that the Company is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of the Company. However in no event shall the Company be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
- 7.3.3 You hereby unconditionally and irrevocably indemnify the Company and agree to hold the Company free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by the Company or instituted against the Company as a direct or indirect result of:
- 7.3.3.1 your use of the website and/or any linked third party website;
- 7.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of the Company;

- 7.3.3.3 your failure to comply with any of the terms or any other requirements which the Company may impose from time to time;
 - 7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 7.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of the Company.
- 7.4 The Company makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against the Company for any loss suffered by you, as a result of information supplied by the Company being incorrect, incomplete or inaccurate.

8 **PRIVACY AND COOKIE POLICY**

- 8.1 The Company takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with the Company [Privacy Policy](#) and [Cookies Policy](#).
- 8.2 The Company respects your privacy and is committed to protecting your privacy to offer the best and most enriching experience to you. The processing of your personal information is done in accordance with our [Privacy Policy](#) and [Cookies Policy](#).
- 8.3 **By using this Website, you acknowledge that we may collect and process your personal information.**

9 WHAT ARE COOKIES?

9.1 This Website makes 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.

9.2 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. **For further detail see our Cookies Policy**

10 ELECTRONIC COMMUNICATIONS

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our Privacy Policy as set out in clause 8 above.

11 COMPLIANCE WITH SECTION 43(1) OF ECTA

In compliance with section 43(1) of the ECTA, the following is hereby recorded:

Full name:	Avroy Shlain Cosmetics Proprietary Limited
Registration number:	1992/002125/07
Physical address:	162 Tonettii Street, Growthpoint Business Park, Stand 8, Midrand, Johannesburg

Telephone number: 011 655 3500
0860 114 182 (Customer Care)
Website address: <https://avroyshlain.co.za/>
E-mail address: popia@avroyshlain.co.za

Names of office bearer: Michele Lima
Registered at: 162 Tonettii Street,
Growthpoint Business Park,
Stand 8,
Midrand,
Johannesburg

12 COMPLIANCE WITH LAWS

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Website.

13 NOTICES

- 13.1 The Company chooses as its *domicilium citandi et executandi* ("**Domicilium**") the address set out in clause 11 above for all purposes relating to these Terms and Conditions, including the giving of any notice and the serving of any process.
- 13.2 Except as explicitly stated otherwise, any notices shall be given by email to popia@avroyshlain.co.za (in the case of the Company) or to the e-mail address you have provided to the Company (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Company may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to the Company. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms and Conditions may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

14 GENERAL CLAUSES

- 14.1 These Terms and Conditions shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.2 This Website is controlled, operated and administered by the Company from its offices within the Republic of South Africa. The Company makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 14.3 The Company does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 14.4 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and Conditions and the remaining provisions shall be enforced to the full extent of the law.
- 14.5 The Company's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 14.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms and Conditions to any third party without the prior written consent of the Company.
- 14.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

- 14.8 The head notes to the paragraphs to these Terms and Conditions are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 14.10 These Terms and Conditions set forth the entire understanding and agreement between the Company and you with respect to the subject matter hereof and no other warranty or undertaking is valid unless contained in this agreement.