



WELCOME TO THETA HEALTH TERMS AND CONDITIONS FOR USE AND PRIVACY POLICY. THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT THETAHEALTH.CO.ZA. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER OR MAKING AN ENQUIRY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND AGREE TO OUR PRIVACY POLICY.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS AND PRIVACY POLICY REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

## 1. INTRODUCTION

**1.1** You will be able to access most areas of this website without registering your details with us. Certain areas of this website are only open to you if you register.

**1.2** We may revise these terms and conditions and privacy policy at any time by updating this posting. You should check this website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this website.

**1.3** Our Frequently Asked Questions on our website further forms part of our terms and conditions, which are binding on you and are subject to change without notifying you, except through our website.

## 2. ORDERING FROM US

**2.1** You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

**2.2** Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we have not accepted your order or you have cancelled your order.

**2.3** We may refuse to accept an order,  
**(a)** where goods are not available,  
**(b)** where we cannot obtain authorisation for your payment,  
**(c)** if there has been a pricing or product description error, or  
**(d)** if you do not meet any eligibility criteria set out in our terms and conditions.

**2.4** Further terms and conditions relating to ordering can be found in our Frequently Asked Questions section on our website.

## 3. PRICING

**3.1** All prices include VAT as we are VAT registered and are expressed inclusive of VAT in the total price.

**3.2** We charge separately for postage (which includes packaging) and delivery insurance will be added to your order when applicable.

**3.3** Our prices are reviewed and changed regularly. We are not obliged to inform you of these changes except through our website once the changes have been made.

**3.4** From time to time we do special offers. These special offers are for specific time periods and prices, less than the usual price. These reduced prices are only given at the special offer deal once payment in full has been made during the special offer period. Orders received for special offers without full payment will make the deal void once the special offer time period elapses. We also reserve the right to stop or decline any special offer orders where: (a) goods are unavailable (b) description or pricing errors.

**3.5** Further terms and conditions relating to pricing can be found in our Frequently Asked Questions section on our website.

#### **4. DELIVERY**

**4.1** No products will be despatched without first receiving payment in full.

**4.2** We offer a number of delivery options using different independent external services and do not guarantee a set time on delivery. Our delivery times are estimates only based on the information provided by the courier services we use. And therefore we will not be held responsible for late deliveries once your order has been despatched and lateness or under-estimated delivery times are not grounds for a refund.

**4.3** You are responsible for the accurate description of the order delivery address and we accept no responsibility for failed or returned deliveries. If further payment is required for additional delivery attempts, due to inaccurate address, payment shall be borne by you.

**4.4** We offer delivery insurance for all orders which we advise you take. By not taking delivery insurance for your order makes you not liable for any failures of delivery of your order once it has been despatched. Failures of delivery can include but is not limited to:

**(a)** Accident **(b)** Theft **(c)** Damage **(d)** Fire **(e)** Force Majeure

**4.5** Further terms and conditions relating to delivery can be found in our Frequently Asked Questions section on our website.

#### **5. CANCELLATION AND RETURNS POLICY**

We hope you will be happy with your purchase as we are committed to providing you with the best quality health products at reasonable prices.

**5.1** If you wish to cancel your order:

**(a)** You can notify us by telephone on 011 786 9682 or email us at [enquiries@thetahealth.co.za](mailto:enquiries@thetahealth.co.za) before we have dispatched the goods to you; or

**(b)** Where goods have already been dispatched to you, by returning the goods to us in accordance with clause 5.2 below.

**5.2** We offer a full 14 day money back guarantee if you are not happy with your purchase following receipt of goods. Before you receive the refund we ask that you return the goods you have ordered from us at any time within 30 calendar days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you.

**5.3** A full refund will be given when the returned goods have been received by us, are in good order, are unopened and fit for resale. The provisions above do not affect your statutory rights.

**5.4** The cost of refunds will only equal that of the amount originally paid; excluding postage, bank charges and insurance if applicable.

**5.5** Further terms and conditions relating to order cancellations and returns can be found in our Frequently Asked Questions section on our website.

## **6. PRIVACY POLICY**

We respect the privacy of our customers and users of our website and in accordance with relevant privacy laws our Privacy Policy informs you of how we collect, store and use your personal data:

**6.1** Our website uses cookies (pieces of computer code) to allow us to track website visits and analytical data used for improving our website's performance. We use Google Analytics for tracking and statistical purposes.

**6.2** Our website does not store personal information online from orders or enquiries. Orders and enquiries are sent via email direct to us and personal information is stored on computer.

**6.3** By contacting us or placing an order you allow us to use your personal information for completing orders and for our marketing purposes only. We do not use, sell, or pass your personal information outside of Theta Health.

**6.4** We will manually include your email address and name into our marketing database and periodically send you information via email, text or chat service about our products, services and special offers. You may at anytime unsubscribe from our mailing list or opt out of any communications from us.

**6.5** We will pass any personal data to the authorities when instructed to do so by law, an authoritative body, or in connection with any conduct set out in clause 9 below.

## **7. LICENCE**

**7.1** You are permitted to print and download extracts from this website for your own use on the following basis:

- (a)** no documents or related graphics on this website are modified in any way;
- (b)** no graphics on this website are used separately from accompanying text; and
- (c)** any of our copyright and trade mark notices and this permission notice appear in all copies.

**7.2** Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 7.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this website automatically terminates and you must immediately destroy any downloaded or printed extracts from this website.

**7.3** Subject to clause 7.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

**7.4** Any rights not expressly granted in these terms are reserved.

## **8. WEBSITE SERVICE ACCESS**

**8.1** While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

**8.2** Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **9. VISITOR MATERIAL AND CONDUCT**

**9.1** Other than personally identifiable information, which is covered under the Privacy Policy above, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

**9.2** You are prohibited from posting or transmitting to or from this Website any material:

- (a)** that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in South Africa or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

**9.3** You may not misuse the Website (including, without limitation, by hacking).

**9.4** We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 9.2 or 9.3.

## **10. LINKS TO AND FROM OTHER WEBSITES**

**10.1** Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

**10.2** If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate any page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Theta Health logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Theta Health trademarks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

**10.3** We expressly reserve the right to revoke the right granted in this clause 10.2 for breach of these terms and to take any action we deem appropriate.

**10.4** You shall fully indemnify us for any loss or damage, we or any of our group companies may suffer or incur as a result of your breach of clause 10.2.

## **11. DISCLAIMER**

**11.1** While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

**11.2** The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

## **12. LIABILITY**

**12.1** We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other

property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

**12.2** Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

**12.3** If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

**12.4** You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

### **13. GOVERNING LAW AND JURISDICTION**

**13.1** These terms and conditions shall be governed by and construed in accordance with South African law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the South African courts.

**13.2** We do not warrant that materials/items for sale on the Website are appropriate or available for use outside South Africa. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside South Africa, you do so at your own risk and you are responsible for compliance with local laws.

### **14. MISCELLANEOUS**

**14.1** You may not assign, sub-licence or otherwise transfer any of your rights under these terms and conditions

**14.2** If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

**14.3** Only the parties to these terms and conditions may seek to enforce them under Contracts Law.