

TERMS AND CONDITIONS

HOME / TERMS AND CONDITIONS

VISION ACTIV WEBSITE TERMS AND CONDITIONS EFFECTIVE 1 OCTOBER 2018

(PLEASE READ THE WEBSITE TERMS AND CONDITIONS OF USE BEFORE CONTINUING TO BROWSE THE WEBSITE)

THE USE OF THIS WEBSITE IS GOVERNED BY THE TERMS AND CONDITIONS STIPULATED BELOW. BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING ANY PRIVACY STATEMENTS (WHICH ARE DEEMED TO BE INCORPORATED IN THE TERMS AND CONDITIONS) THAT APPEAR ON THIS WEBSITE INCLUDING ANY AMENDMENTS THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING THIS WEBSITE.

DEFINITIONS AND INTERPRETATION

- 1.1. "VA" means Vision Activ (Pty) Ltd.
- 1.2. "You" or the "user" means any person who accesses this Website for any purpose.
- 1.3. "Website" means the website of VA at URL www.visionactiv.com or such other URL as VA may choose from time to time.

USE SUBJECT TO THESE TERMS AND CONDITIONS

- 2.1. Your access, browsing and use of this website is governed by these terms and conditions. By accessing and browsing this website you agree that you will be bound by these terms and conditions from the time when you first access this Website and to any amended terms and conditions from the first time that you access the Website subsequent to amended terms and conditions becoming effective.
- 2.2. If you do not agree to these terms and conditions, you must immediately cease your browsing of this website.
- 2.3. These terms and conditions include VA's Privacy Statement, governing the VA's processing of any personal information which may be provided to it through the use of this website. The VA Privacy Statement may be accessed and read at <http://www.visionactiv.com/privacy-policy/>
- 2.4. Due to legal and other developments, VA may amend these Terms and Conditions. The version of the terms and conditions effective for this website is indicated by the effective date incorporated in the title of these Website Terms and Conditions. It is your duty to remain apprised of the current version of these Website Terms and Conditions. The date indicated in the heading of these Website Terms and Conditions is the effective date that governs the browsing and use of this website from that date until the next revision of these Website Terms and Conditions becomes effective.
- 2.5. By continuing to browse or use the website after any amended terms and conditions become effective, you agree to be bound by the amended terms and conditions.

CONTENT

3.1. All information accessed or browsed using this website is provided “as is”.

3.2. While VA shall endeavour to ensure that all material published on the website is accurate at the time of its publication, it gives no warranties as to the accuracy of the information. Your use of the information is entirely at your own risk and no liability will arise against VA resulting from your browsing the website or using the information provided on the website.

3.3. VA does not warrant that this website or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by VA will continue to operate, will operate without interruptions or will be error free or that it will be free of any software virus or other harmful component.

3.4. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this website.

THIRD PARTY SITES

4.1. The website contains hyperlinks to websites owned and / or operated by third parties. VA is not responsible for the content of such websites, and does not endorse or approve the contents thereof. The fact that a website is linked to this VA website does not imply that VA sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website. Consequently, VA is not liable for the operation and content of any third-party websites that may be linked to this Website (regardless of whether or not a link has been permitted by VA).

INTELLECTUAL PROPERTY

5.1. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Website is owned by VA, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by VA or any other party.

5.2. The contents of this website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of VA. However, VA permits you to display the content of this Website on your computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available to you on this website provided that:

5.2.1. this is for your personal education or your own professional business;

5.2.2. you do not modify the content of this material;

5.2.3. VA’s website is the acknowledged source including the reference www.visionactiv.com; and

5.2.4. this permission may be revoked at any time by VA.

5.3. No other use of this website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website

onto your own or another's website, without the prior written consent of VA. Enquiries in this regard may be made to info@visionactiv.com.

LINKING, FRAMING AND CRAWLING

6.1. The prior written authority of VA is required before any hyperlink is created. Authority, if granted, will be subject to the condition that the party linking to this Website alerts users to the application of these terms and conditions. Requests for authority can be emailed to info@visionactiv.com.

6.2. Permission to link to this website will be granted strictly without the assumption of any liability on the part of VA. VA reserves the right to withdraw permission granted to link to this Website at any time in the entire discretion of VA's Directors.

6.3. The prior written authority of VA, which may be subject to conditions, is required before this website, any of its pages and/or any of the information contained on the website is framed. Requests for authority can be emailed to info@visionactiv.com.

6.4. Save for the use of bona fide search engine and the search facility provided on the website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without the prior written consent of VA. Any attempt to do so, whether successful or not, is an offence as contemplated in 7.1.

SECURITY

7.1. Any person who in any manner interferes with the data or information displayed on this website in any way which causes it to be modified, destroyed or otherwise rendered ineffective or inaccurate, acts contrary to the provisions of the Electronic Communications and Transactions Act 25 of 2002 and is guilty of an offence.

7.2. Any person who in any manner interferes with any third party's access to this website or denies access to the website, whether partial or absolute, is guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.

7.3. Any attempt to commit or aid and abet someone in the commission of the offences referred to in 7.1 and 7.2 is guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.

7.4. VA will, as it may be advised, cause the prosecution of any person who is guilty of an offence described in 7.1 and 7.2.

7.5. VA will, as it may be advised, institute appropriate action to obtain relief against the perpetrator of the actions contemplated in 7.1, 7.2 and 7.3, with a view to recovering any damages that it may suffer and to protect the VA website against defacement, unauthorised amendment of content and disruption of the use of the website.

7.6. While VA will take appropriate security precautions to protect the website against abuse by third parties, by accessing and browsing this website you accept that no liability will lie against VA for any damages caused to you by the malicious interference with the operation of this website,

and/or any destructive data or code that may be communicated to computers or information systems used by you as a result of your access and browsing of the website.

PERSONAL INFORMATION

8.1. The processing of all personal information by VA is governed by VA's Privacy Policy.

8.2. Any personal information which may be provided to VA through this Website will be processed in accordance with the Protection of Personal Information Act 4 of 2013. Details of the processing of personal information are contained in VA's Privacy Policy. The processing of personal information which may be collected through interactive communications facilitated by this website, are subject to the Privacy Statement published on this website.

DISCLAIMER AND INDEMNITY

9.1. VA expressly disclaims all liability for any direct, indirect or consequential loss or damage occasioned by your accessing and browsing of the website or your inability to access and browse this Website, or whether caused directly or indirectly by inaccuracies, defects, errors (whether typographical or otherwise), omissions, out of date information or for any other reason, even if such loss was reasonably foreseeable and VA had been advised of the possibility of the loss occurring.

9.2. You agree to indemnify and hold harmless VA, its servants, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of or access, browsing or use of this website.

JURISDICTION

10.1. These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and VA both agree to submit any dispute arising out of the use of this website to the exclusive jurisdiction of the courts of the Republic of South Africa.

GENERAL

11.1. These terms and conditions record the entire agreement between you and VA in respect of your access, browsing and use of the website.

11.2. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.

11.3. VA's omission to exercise any right under these terms and conditions will not constitute a waiver of any such right unless expressly accepted by VA in writing.

11.4. Notwithstanding the fact that hyperlinks in these terms and conditions to certain documents should be deemed part of these terms and conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be

non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.