

# NATURE'S CHOICE WEBSITE TERMS AND CONDITIONS OF USE

## NATURE'S CHOICE WEBSITE TERMS AND CONDITIONS OF USE

### 1. TERMS OF USE

The [www.natureschoice.co.za](http://www.natureschoice.co.za) online platform ("Website") and content therein, are offered to the User by Nature's Choice (Pty) Ltd, a private company duly incorporated in terms of the company laws of South Africa, with registration number 2016/299530/07 (hereinafter referred to as "Nature's Choice", "Our" or "Us"), with its principal place of business at 54 Ribbok Street Highbury, Randvaal, South Africa 1873.

In these Nature's Choice terms and conditions, the following word/s shall have the meaning as ascribed herein:

- 1.1 "**Agreement**" means these terms and conditions of use together with the privacy policy and any annexures thereto;
- 1.2 "**ECTA**" means Electronic Communications and Transactions Act No. 25 of 2002, as amended;
- 1.3 "**Intellectual Property**" means intellectual property, including but not limited to discoveries; inventions; Designs; processes; know-how; research results; business names; domain names; Patents and patent applications; Trade Marks and trade mark applications; rights in any Designs (registered or unregistered and applications for same); Copyright (including rights in computer software and typography rights); confidential and proprietary knowledge and information and any rights protecting same; business goodwill and reputation and rights protecting same; database rights; and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having an equivalent effect anywhere in the world;
- 1.4 "**User/ "You"**" means you, being the person who uses the Website and who chooses to insert their Personal Information on the Website, which Personal Information is to be distributed and which terms and conditions herein apply to the User, as the context indicates;
- 1.5 "**Party/ies**" means either Nature's Choice or the User who is described in the cover sheet, or both, as the context indicate;
- 1.6 "**Personal Information**" means any personal details which the User provides in any way through the use of this Website, in any form whatsoever, which includes but is not

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limited to the User's names, postal and physical addresses, contact numbers, e-mail address, banking details and name of employer and any other type of Personal Information as defined in section 1 of ECTA and section 1 of POPI, each of which forms a separate data tag of Personal Information on the Website;

- 1.7 "POPI" means the Protection of Personal Information Act No. 4 of 2013, as amended;
- 1.8 "Products" means the products which are supplied by Nature's Choice ;
- 1.9 "Third Party/ies" means the details of any person including but not limited to stockists that are affiliated with and referred to by Nature's Choice on its Website.

## 2. ACCEPTANCE, DURATION AND CONSENT

- 2.1. By making use of this Website and/or the Products offered herein, the User hereby acknowledges that he//she has read, understood and agrees to be bound by these terms and conditions indefinitely unless terminated in accordance with the provisions of clause 10.
- 2.2. The User hereby expressly consents, by his/her use of the Website, to the collection, use, processing, storage, transfer and sharing of his/her Personal Information with a Third Party.
- 2.3. The User further accepts and consents to the terms and conditions and Privacy Policy, by their use of this Website, and such acceptance and consent shall be deemed to have been given in writing.

## 3. PURPOSE AND USE OF THE WEBSITE

- 3.1. The purpose of the Website is to provide the User valuable information on the Nature's Choice Product range, nutritional plans, recipes and benefits in order for the User to make a sound decision before making a purchase.

4.

- 4.1. The User will be able to provide feedback to Nature's Choice and upload the User's own recipes using the Nature's Choice Products. The feedback provided by the User will be viewable by the public and Third Parties and for this purpose, the User grants to Nature's Choice free of charge and without any territorial limit, the irrevocable,

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exclusive, unrestricted right, to copy, use, re-use, publish, republish and share any content posted by the User to the Website.

- 4.2. The User agrees that its use of this Website is for lawful purposes only. The User agrees that it will not use this Website for any unlawful purpose, including but not limited to the commission of a criminal offence, to gain unauthorised access to other computer systems, or for the transmission of unlawful material.
- 4.3. The User agrees not to transmit any material that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene.
- 4.4. The Users will not upload, post or otherwise make available on the Website or other form of social media any material protected by copyright, trademark or other proprietary right without the express consent of the owner of such copyright, trademark or other proprietary right. The User remains solely liable for any damage resulting from any infringement of the aforementioned rights or any other harm resulting from such use.

## 5.

- 5.1. Nature's Choice will only use the Personal Information as provided for in this Agreement and shall only disclose to a Third Party, certain types of Personal Information captured by the User, that are necessary and per the User's consent.

## 6. AVAILABILITY, MAINTENANCE AND ACCURACY OF INFORMATION

- 6.1. Nature's Choice shall endeavour to facilitate the ongoing availability of the Website; however, Nature's Choice cannot guarantee its availability on a 24 (twenty-four) hour, 7 days a week basis.
- 6.2. Nature's Choice reserves the right, within its sole discretion and at any time, to conduct system upgrades and maintenance on the Website and where possible, shall afford the User prior notice of any schedule maintenance or upgrade.

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6.3. The Website may become unavailable from time to time due to maintenance, electricity supply failure, network problems or for any other reason. Nature's Choice shall not be held liable for any interruptions in the availability of the Website, for any reason.

### 7.

7.1. The User should not assume that the information on the Website is always current or accurate, and other sources of the data should be consulted before making any decision to act on the data displayed on the Website.

7.2. Nature's Choice will use the Personal Information provided by the User for communicating its marketing initiatives and promotions, provided that the User has subscribed to receiving same on registration.

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## 8. AMENDMENTS AND UPDATES

- 8.1. Nature's Choice reserves the right, within its sole discretion and at any time, to amend this Agreement, which includes deleting any term and condition and adding any further terms and conditions.
- 8.2. Nature's Choice will provide the User with a notice informing the User of such amendments or draw the attention of the User to the amended terms and conditions. In the event that the User does not agree with the amended terms and conditions, the User may unsubscribe herein in order that Nature's Choice may delete, dispose of or de-identify the User's Personal Information.
- 8.3. Subject to clause 5.2, the amended terms and conditions will immediately and automatically come into effect.
- 8.4. The User hereby undertakes to ensure to keep all Personal Information updated and current and acknowledges and accepts that all Third Parties, will immediately have access to all such updated Personal Information should the Third Party so require.

## 9. SUBSCRIPTION FEES AND PAYMENT

- 9.1. A User may register and/or subscribe on the Website in order for Nature's Choice to capture the User's Personal Information including his/her Product preferences.
- 9.2. The User may unsubscribe from the Website at any time, by clicking the unsubscribe link that appears at the bottom of the webpage or by emailing Nature's Choice on **[INSERT EMAIL ADDRESS]**.

## 10. ACCESS, PRIVACY AND DISCLAIMER

- 10.1. The User shall remain for the currency of this Agreement responsible for internet connectivity and all costs associated therewith.
- 10.2. Nature's Choice acknowledges the User and/or Third Party's right to privacy and protection of its Personal Information, and Nature's Choice shall respect this right and use its best endeavours to, in accordance with this Agreement, protect the Personal

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Information and to keep it confidential from persons who are not authorised to have access to or view the Personal Information.

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## 11. EXCLUSION OF LIABILITY

- 11.1. Nature's Choice recognises that home remedies are in no way a substitute for professional medical care and in the event that the User experiences any symptoms of illness, Nature's Choice strongly advises that the User consult with a registered healthcare practitioner.
- 11.2. The Website and all content on the Website is provided on an "as is" basis, and Nature's Choice makes no representations or warranties of any kind, whether express or implied, as to the accuracy of the contents on the Website. Nature's Choice does not warrant that the functions provided by the Website will be uninterrupted or error-free, or that the Website or the server is free from viruses or other harmful components.
- 11.3. Nature's Choice is not registered as nor is it practising as a healthcare practitioner and in no way whatsoever is the information provided to be construed as medical advice.
- 11.4. Nature's Choice, including the owners, directors, employees, officials, suppliers, agents and/or representatives and/or the Third Party shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the User, which arises directly or indirectly upon reliance of the Website and/or its content.
- 11.5. Nature's Choice, including the owners, directors, employees, officials, suppliers, agents, representatives and/or Third Party shall not be responsible for any direct, indirect, special, consequential or other damages of any kind whatsoever suffered or incurred by the User related to its use of, or its inability to access or use the content on the Website.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Nature's Choice is the owner of the Website and shall retain all Intellectual Property rights thereto, whether registered or not, including all current and future content on the Website, which is not owned by a Third Party, and nothing on the Website should be

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construed as consenting to the User having the right to use or licence any of the Intellectual Property.

- 12.2. To the extent that the content is the property of the User, the User hereby agrees to license to Nature's Choice, free of any charges, the right of use, for the duration of this Agreement.
- 12.3. The Website and its contents, which includes all Intellectual Property therein, may not be reproduced, copied, used, sold, displayed, altered or modified in any manner whatsoever, without Nature's Choice's express prior written consent thereto.

## 13. LINKING

- 13.1. Nature's Choice may provide the User with links to other online platforms through this Website. The fact that such links are provided must not be construed as constituting any relationship or endorsement of the linked Third Party and the reliance on any Personal Information and content provided by the external link is entirely at the User's own risk.
- 13.2. Nature's Choice may at times, display Third Party advertising and promotional material on this Website and the display of such material should not be construed as Nature's Choice endorsing or creating any relationship between Nature's Choice and that Third Party. Reliance on any such promotional or advertising material is entirely at the User's own risk.
- 13.3. If a Third Party wishes to link to this Website from their online platform, such Third Party must first obtain Nature's Choice express prior written approval and permission.

## 14. TERMINATION AND SUSPENSION

- 14.1. Nature's Choice may, in its sole discretion decide to suspend or discontinue with the Website.
- 14.2. Either Party may terminate this Agreement by deactivating his/her account on the Website and/or unsubscribing to any marketing.



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14.3. Upon termination, the User's account shall be deactivated and Nature's Choice shall within 7 (seven) days of deactivation, export all Personal Information in an acceptable format to the User and de-identify or delete the Personal Information from Nature's Choice records.

**15.**

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

16.1. The Website is owned and operated within the Republic of South Africa. Nature's Choice, as well as the User, hereby agree that this Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

16.2. Any complaints or disputes can be sent through to Nature's Choice via the "Contact Us" link on the Website.

16.3. Subject to clause 12.2 above, should any dispute arise between the Parties concerning any provision of this Agreement, the Parties shall use their best endeavours to resolve the dispute by negotiation. Any Party may call upon the other Party by written notice to meet with the former for the purpose of reaching a mutually acceptable settlement of the dispute within 7 (seven) days after the date of such notice.

16.4. If the Parties are unable to reach a mutually acceptable settlement of the dispute within such period, any Party may institute proceedings in the Gauteng Local Division, Johannesburg, which jurisdiction the Parties hereby submit to.

## **17. NOTICES AND ADDRESSES**

17.1. The Website is controlled, operated and administered by Nature's Choice, who chooses for all purposes under these terms and conditions, the address set out below:

**18.** 54 Ribbok Street  
Highbury

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19. Randvaal

South Africa

20. 1873

21. Email: [info@natureschoice.co.za](mailto:info@natureschoice.co.za)

22.

22.1. The User hereby chooses for all purposes under this Agreement, the address provided upon registration and/ or subscription as a User.

## 23. PERSONAL INFORMATION CONSENT

23.1. Nature's Choice undertakes to protect the User's Personal Information and to ensure adherence to POPI.

23.2. Nature's Choice undertakes to comply with POPI when collecting Personal Information from any Third Party. In this regard the User shall advise Third Parties of the purpose for the collection of their Personal Information and that Nature's Choice's terms and conditions and privacy policy can be viewed at **[INSERT ADDRESS]**.

## 24. ENTIRE AGREEMENT

24.1. If any of the provisions of the Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions will continue in full force.

24.2. This Agreement constitutes the entire agreement between Nature's Choice and the User.

24.3. No amendment or variation of the Agreement, including this clause, shall be of any force or effect until reduced to writing and signed by the parties or their duly authorised representatives.

24.4. Nothing in the Agreement shall be construed to create a joint venture, partnership or agency relationship between Nature's Choice and the User and neither party shall

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have the right or authority to incur liability, debt or cost or enter any contracts or other arrangements in the name of or on behalf of the other.

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## Privacy Policy

This Privacy Policy was updated on 01/07/2018.

### 26. 1 - Introduction

Nature's Choice (Pty) Ltd ("Nature's Choice") acknowledges the protection of the User's privacy and respects the legal provisions in force.

This privacy policy allows You to better understand the principles of data protection applied by Nature's Choice. Nature's Choice invites You to read it before submitting your Personal Information.

This Privacy Policy may be updated at any time by Nature's Choice. The date of the most recent revision will appear on this page. Nature's Choice suggests that You refer back to it on a regular basis.

Please note that ticking the box below, You authorise Nature's Choice to collect, record, organize, store, use and/or transfer your Personal Information according to this Privacy Policy.

### 27. 2 - When does Nature's Choice collect your Personal Information?

Nature's Choice collects Personal Information from the User when you:

- visit Our Website;
- register on Our Website;
- subscribe to Our newsletters;
- participate in special operations, in particular games, competitions, product tests, customers surveys or market researches;
- visit Third Party stores;
- contact Nature's Choice, in particular when You submit a request or a complaint or when You rate or review Our Products offered;

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- give consent to a Third Party to send Nature's Choice Personal Information about you.

## 28. 3 - What Personal Information does Nature's Choice collect about you?

Nature's Choice considers all information that could identify You directly or indirectly as Personal Information. Nature's Choice may mainly collect the following Personal Information:

- information about your identity, in particular your gender, last name, first names, address, telephone number, email addresses, date of birth or age;
- information about Our commercial relationship, in particular transaction numbers, history of your purchases, your request or your communications with Us or Third Party, your preferences and interests;
- information about your dietary requirements subject to your prior approval;
- technical information, in particular your IP address or information about how your device navigates through Our Website.

## 29. 4 - Why is your Personal Information collected?

Personal information may be processed mainly for the following purposes:

- Website administration;
- Customer Relationship Management (CRM) (loyalty program, newsletters, promotions, product testing, surveys, etc.), the processing of which is made subject to your approval;
- Market analysis and timing (profiling on the basis of your purchasing behaviour, preferences and interests, analyses while navigating through the Website, statistics, reporting, etc.). This processing is made subject to your approval;
- When appropriate, for purposes of prevention and fraud detection;
- Managing your request (complaints, right to access, rectify, oppose and removal of Personal Information, etc.);

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## 30. 5 – Does Nature's Choice disclose your Personal Information?

Nature's Choice will never share your Personal Information with Third Parties for marketing purposes.

The Personal Information we are collecting about You are intended for Nature's Choice and are likely to be communicated to a Third Party chosen for their expertise and reliability and acting on Our behalf and at Our direction (IT providers, customer service, delivery, etc.).

Nature's Choice authorises these Third Parties to use your Personal Information only to the extent necessary to perform services on Our behalf or to comply with legal requirements and we strive to ensure that your Personal Information is always protected.

These Third Parties will be located in South Africa and if outside the aforementioned territory, such country shall comply with section 72 of POPI to ensure that the Personal Information is afforded the same level of data protection as in South Africa. In such a case, we will ensure either:

- to obtain your unambiguous consent to share your Personal Information with these Third Parties;
- to enter into appropriate data transfer agreements conforming in full compliance with POPI.

Finally, we may also transmit your Personal Information to local authorities if required by POPI or other legislation or as part of an investigation and in accordance with local regulations and Nature's Choice shall endeavour to inform the User of such request.

## 31. 6 - How will Nature's Choice protect the information about you?

Nature's Choice endeavours to take the appropriate technical and organisational measures, in relation to the nature of data and risks, to preserve the security and confidentiality of your

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Personal Information and, in particular, to prevent it from being deformed, damaged or transmitted to any unauthorized parties.

This may include practices such as retaining your Personal Information on a secure server protected by a firewall, the transmission of sensitive information (such as medical information) using a secure encryption protocol (Protocol SSL), internal reviews of Our practices and privacy policies and implementation of physical security measures to protect against unauthorized access.

## 32. 7 - What is the policy about minors?

This Website is not aimed at minors.

Nature's Choice does not knowingly collect nor process Personal Information from persons under the age of 18.

As soon as we acquire knowledge of the collection of Personal Information from any minors without prior authorisation from that minor's parent or legal guardian, we will take appropriate measures to delete all such Personal Information from our servers.

## 33. 8 – What is the cookies policy of Nature's Choice?

Nature's Choice makes use of cookies on the Website and shall provide the User with the option to accept or deny the cookies access to the Website.

## 34. 9 - For how long is your Personal Information kept?

Nature's Choice strives to keep your Personal Information only for the time necessary for the purposes set out in this privacy policy and in accordance with the provisions in force. As a general rule:

- Your data will be kept for three years from the date of collection or after the last contact or the end of the commercial relationship, unless opposed by the User. At the end of this

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three-year period, we may make contact with You again in order to find out whether or not You wish to continue to receive marketing. If no clear positive answer is given by you, your data will be deleted or archived in accordance with POPI;

- Data to prove a right or a contract or if kept under compliance with a legal obligation can be archived in accordance with the provisions in force.

### 35. 10 - What are your rights regarding your Personal Information and how to contact us?

If You consent and provide Us with your email address, phone number or mailing address, You may receive emails, calls or periodic messages from Us about our Products, services or upcoming events. You can unsubscribe at any time from our mailing lists by contacting Us at the address below or by following the link "unsubscribe" contained in each of our emails. You can also change your preferences at any time in your account.

In accordance with the provisions in force, You have the right to access, rectify, limit, oppose and delete Personal Information about you. You can also withdraw your consent at any time.

You will be informed of the actions to be taken as soon as possible and in any case no later than one month after your request. However, we reserve the right not to respond to manifestly unfounded or excessive requests.

In accordance with the provisions in force, You can also file a complaint with the Information Regulator at email: [infoirsa@justice.gov.za](mailto:infoirsa@justice.gov.za) or lodge an appeal if your Personal Information is misused.

Please contact Nature's Choice should You have any questions or comments in connection with this Privacy Policy.

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