

### **Website Terms and Conditions**

Website Terms and Conditions of Use Relating to <http://www.stellaseaspirit.co.za> These Terms and Conditions (the Terms and Conditions) govern your (the User) use of the Stella Seaspirit (the Provider) website located at the URL <http://www.stellaseaspirit.co.za> (the Website). By accessing, viewing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of the Provider.

### **Electronic Communications**

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **E-Commerce & Privacy**

The Website provides services and products for spiritual, inspirational, therapeutic, healing, guidance, assistance and counselling purposes. The use of any product or service acquired from this Website is at the user/purchasers risk. The purchaser/user indemnifies and holds the Provider harmless against any loss, injury or damages arising from whatsoever cause as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, amongst others, the Users personal information, e-mail address, delivery address and telephone numbers etcetera will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering products.

Upon supplying the Provider with a contact e-mail address and/or phone number the User consents to receiving promotional material from the Provider.

While every reasonable precaution is taken, the Provider cannot be held responsible for security breaches occurring on the Users electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate online security, encryption, virus protection software or spyware that the User may inadvertently have installed on his/her device.

Products purchased on the website are Free On Board to the delivery company. The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the Users chosen delivery address.

The provision of goods and services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Providers standards. Should the Provider exercise this right, the User will receive a full refund with no deductions.

### **Updating of these Terms and Conditions**

The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the Users responsibility to periodically check these Terms and Conditions at the Website for changes or updates. The Users continued use of this Website following the posting of changes or updates will be considered notice of the Users acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Copyright and Intellectual Property Rights**

The Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (the Content).

All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights (the Owners), and is protected by South African and international copyright laws. The Provider reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **Limitation of liability**

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an as is basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

The Provider, its holding company, affiliate or subsidiary similarly make not warranties, guarantees or undertakings pertaining to the products so sold on the Website, their efficacy, results or other properties. The use of products, even in strict adherence to the directions of use, will realise different results in different persons and the Provider cannot predict, condone, warrant or guarantee the same results in every application of its products. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of any product so purchased from the Website.

### **Privacy: casual surfing**

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve Content thereon. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

### **Choice of Law**

The Website is controlled, operated and administered by the Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User 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 laws applicable to the User at that time and the Provider is hereby indemnified and held harmless by the User from any and all liability arising, howsoever, from the User's transgression of the laws so applicable to it. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the South Gauteng High Court (Johannesburg) in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed to the minimal extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions

constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.