

Terms and Conditions

1. This Website

Your use of this website indicates your having read, understood and accepted the following Terms and Conditions.

We will do our utmost to ensure that the availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Access to the website may also be temporarily suspended or restricted, to allow for routine repairs, maintenance, or the introduction of new facilities or services.

2. Use of This Website

You may use this website to browse content and make legitimate purchases only. This website and the content provided on this website including design and trademarks may not be copied, reproduced, republished, uploaded, downloaded, modified, posted, transmitted, distributed or used for any commercial purpose without the express written consent of Go Healthy. Unauthorised use of this website and of the materials contained on this website may violate applicable copyright, trademark or other intellectual copyright laws and appropriate legal action will be taken to protect such rights for which costs you will be liable.

You may not use this website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Go Healthy reserves the right (but not the obligation) to remove or edit any content. Any unauthorised use terminates the permission or license granted by Go Healthy. Should you be in violation of the above it is understood that you will be held liable for all legal costs.

3. Agreement of Sale

An agreement of sale between Go Healthy and a user only comes into effect if and when payment has been made and proof of payment has been received. Until then the goods remain the property of Go Healthy.

Go Healthy reserves the right to refuse to accept and/or execute an order without giving any reasons. Go Healthy also reserves the right to cancel orders in whole or in part as circumstances dictate. We shall only be liable to refund monies already paid by the user.

When you place an order to purchase a product from Go Healthy, we will send you an e-mail confirming receipt of your order and containing the details of your order.

4. Delivery and Shipping Policy

Please ensure the correct delivery address is provided from the outset as title and risk will pass to you once the order has left our premises.

Go Healthy cannot be held responsible if the recipient is not available at time of delivery and as a result, a delay occurs.

All deliveries are made by courier. Delivery charges are calculated according to the customer's location as surcharges are applicable in remote or rural areas, malls, townships and government departments.

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched within 48 hours of receiving payment confirmation. Should an item be out of stock or unavailable for whatever reason, we will contact you via email with a revised shipping schedule, ask you to select an alternative product or will offer a full refund within 30 days. All sales are subject to availability of stock. Stocks of all goods on offer are limited. We reserve the right to cancel an order for which payment has already been received, should there be insufficient stock available. Should this occur, you will receive a full refund with no deductions. Go Healthy reserves the right to adjust product and delivery costs on the website at any time.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Go Healthy

reserves the right at any time after receipt of order to accept or decline your order for any reason. We may require additional verification or information before accepting an order. If you have paid for a purchase and your order is cancelled, Go Healthy will reimburse your order.

5. Insurance

Goods are not automatically insured unless specifically requested, upon which additional costs will apply.

6. Return and Refund Policy

Occasionally packages are returned to us undeliverable. Should this occur, every attempt will be made to contact you to make arrangements for re-shipment.

Should you for any reason wish to cancel your order, this can only be done if payment has not been made. Once payment has been made, the order can only be cancelled before dispatch. You must advise us in writing via e-mail of your cancellation and any such cancellation must be sent from the email address that was specified in the original order. We will process your cancellation as quickly as possible and will notify you by email once your refund, replacement or exchange has been processed no later than 7 working days after we have received the goods.

Please note that delivery charges are not refunded. Without exception, we will not accept returns on open or used items, unless the item is faulty. Products on special offer, promotion or explicitly noted as non-returnable cannot be returned.

If a product is damaged or broken when you receive it, you must inform Go Healthy within 1 working day of receiving it. Arrangements will then be made for a replacement product to be sent to you or to refund you in full.

All returned goods will be examined upon receipt. For reasons of hygiene we are unable to offer refunds, replacements or exchanges on any opened or used goods. In the event we find no fault with items returned as damaged or defective, we reserve the right to re-charge you for the item/s and to recover our fees and expenses from you. Returned items must

- remain undamaged
- be returned in the original packaging
- have all associated documentation still present
- be returned within 14 days of purchase

before a refund will be considered.

Go Healthy recommends that you use a courier service with 24hr tracking facilities for all returns. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost, no refund will be considered.

7. Payment Options

Payments may be done via Electronic Funds Transfer (EFT) or by Mastercard or Visa via Payfast.

- a. When you have completed your shopping, proceed to "Checkout" and follow the instructions. Once you have clicked "Submit" an invoice will be mailed to you. You will then have to load Go Healthy as a beneficiary on your internet banking and use your invoice number in the reference line for your payment. Email the proof of payment to orders@gohealthy.co.za to ensure speedy processing and delivery of your selected products.

Banking Details

Account name: Go Healthy

Bank: First National Bank

Branch no. 250 655

Account type: Cheque

Account no. 62533236403

- b. Mastercard and Visa securely processed via Payfast.

8. Communication

When you visit Go Healthy's website or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on our website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Users of this website may send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

All content included on the website is either the property of Go Healthy or used with permission. Go Healthy respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.

9. Privacy Policy

We are committed to protecting your privacy. This means that any and all of the personal information on this site will be kept strictly confidential and will not be sold, reused, rented, loaned or disclosed.

All the information gathered on this website will be used to personally identify users that subscribe to this service and to enable us to provide you with the best possible service. We will take or reasonable steps to protect the personal information of users.

Go Healthy may electronically collect, store and use the following personal information of users, including but not necessarily limited to:

- Name and surname
- Contact numbers
- Postal and physical address
- e-mail address

Information detailed above is not collected electronically through the use of cookies, but is voluntarily provided by the user. Cookies are, however, used in the propagation of such information through the various pages/navigation of the website. Users may determine cookie use independently through their browser settings. A cookie is an element of data that a website can send to your browser, which cookies may include information such as login or registration identification and user preference information etc., Some browsers may be configured to alert the user when a cookie is being sent, or to refuse to accept cookies. Other websites, however, cannot be accessed unless the browser accepts cookies.

Go Healthy shall not disclose personal information of users without the user's express consent. Go Healthy shall disclose information without the user's consent only through due legal process and Go Healthy may compile, use and share any information that does not relate to any specific individual.

If you have any questions or concerns about our privacy policy, please contact us directly.

10. Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the website. We cannot screen or edit all of the content on the website, nor do we accept any liability for illegal, defamatory or obscene content. We may investigate any reported violation or complaint and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any material from the website). All moral rights of and Go Healthy's

employees/agents are reserved. Users may inform us of any content within this website that may be offensive or deemed illegal.

11. Updating of Terms and Conditions

Any terms relayed to the client in writing via email from any employee/agent of Go Healthy, should be seen as an addendum to these Terms and Conditions and will in no circumstances supersede these Terms and Conditions.

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time without notice. Changes to these Terms and Conditions will become effective upon such time changes are posted to this Website. It is the User's obligation to check Terms and Conditions at the live website URL for changes or updates. Your continued use of the website following any changes to these terms and conditions will mean that you have read, understood and accept those changes.

12. Links

No person, business or website may link to any page on this website without the prior written permission of Go Healthy. Go Healthy may contain links to other websites we do not necessarily agree with, assume responsibility or liability for their actions, products or content or of any other third-parties. We cannot be responsible for their content or for private information you may choose to share with them. We encourage you to read all Privacy Policies before disclosing personal or any other information.

13. Framing and other Embedding Technologies

No person, business or website may frame this website or any of the pages on this website in any way whatsoever. No person, business or website may use any technology to search and gain any information from this website without the prior written permission of Go Healthy.

14. Liability

Neither Go Healthy nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this website.

15. Disclaimer

The contents of this website are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this website, the authors or agents of this content and in general anybody connected to this website in any way, assumes no responsibility for errors or omissions in this content.

Neither Go Healthy nor any of its agents or representatives shall be held liable for any direct, indirect, general, special incidental or consequential damages, (including without limitation – data loss, lost revenues or lost profit) or liability of whatsoever nature arising from the use or inability to use or the correct or incorrect use, abuse, or misuse of these contents or the services or content provided, including the inability to fulfil particular orders of any description from and through this website.

Furthermore, Go Healthy makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available on this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to Go Healthy.

This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Go Healthy that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

Information, ideas and opinions expressed on this website should not be regarded as professional advice or the official opinion of Go Healthy and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this website.

Due to changing market forces and other extenuating circumstances that affect product availability and price stability, we reserve the right to withdraw any product we advertise and change prices without notice.

Information contained throughout our website and in our database is believed to be accurate and reliable at the time of publishing. There may be misprints, human errors and omissions. We reserve the right to make changes and corrections in prices, products and specifications without notice.

Images and dimensions displayed on this website should be regarded as illustrative and for informational purpose only. The actual product may vary slightly to the images and dimensions stated.

Go Healthy may change the content of the Terms & Conditions at any time without prior notice. It is your responsibility to check regularly whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using this website.

16. Disputes

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

17. Obligations of the Customer

As a customer of Go Healthy, you must:

- a. provide accurate, current and complete information at all times
- b. agree and warrant that your login username and password shall be used within this website only and not be disclosed to any third party.

18. Governing Law

This website is controlled and operated from the Republic of South Africa and therefore governed by South African law.

19. Consent

I understand that all the designs and trademarks are registered to Go Healthy and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Go Healthy for any civil action or any legal action deemed necessary against me.

