

Terms and Conditions

Welcome to the Together We Bloom Website at www.togetherwebloom.co.za Please take a moment to read these terms and conditions including our policies (“Terms”) to understand how they apply to your use of our Website and any products or services that you may order online.

Please read the rules carefully. **USE OF AND/OR REGISTRATION ON ANY ASPECT OF THE WEBSITE WILL CONSTITUTE YOUR AGREEMENT TO COMPLY WITH THESE RULES.**

If you cannot agree with these rules, please do not use the Website. In addition to reviewing this Agreement, please read our Privacy Policy and Copyright Policy. Your use of the Website constitutes agreement to their terms and conditions as well.

If you have any questions regarding our Website, the Terms, products or services, please click here to [contact us](#).

1. GENERAL TERMS

Who owns this Website?

The Together We Bloom Website at www.togetherwebloom.co.za is owned and operated by Together We Bloom NPC (“Together We Bloom”), a non-profit company registered in the Republic of South Africa under company registration number 2008/025652/08, which has its registered office at 6 Dwars Street, Krugersdorp, 1740.

All rights and/or defences afforded to us in these Terms shall stand to the benefit of Together We Bloom.

Terms and conditions apply

These Terms apply to your use of this Website. By using this Website, you acknowledge that you have read and understood these Terms and agree to be bound by them. They represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law. Please do not use our Website if you do not agree to be bound by these Terms.

Online purchases from our Website are subject to these Terms.

Amended or updated terms

We may periodically update or change the Terms without notice. You should check them from time to time, as your continued use of our Website will mean you accept any updated or revised Terms.

Law and arbitration

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be referred to arbitration in Gauteng at a venue to be determined by us applying the Uniform Rules of the High Court of South Africa.

Use of our Website

You are welcome to browse or use our Website for your own personal, non-commercial shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of this Website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our Website from any other site whatsoever, is strictly prohibited.

Unless otherwise specified, the Website is intended for your personal use only. You may not authorise others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website. You may not impersonate, imitate or pretend to be somebody else when using the Website.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising and/or commercial offers. You may not repeat the same posting multiple times in a day or week.

You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia and personal attacks when using the Website.

You agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is sexually explicit.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offence, give rise to criminal liability or that otherwise violates any statute or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post anywhere on the Website does not violate the copyright, trade mark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner/s of such rights.

The Website may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use ("**Assets**"). The Assets are protected by copyright, trade mark and other intellectual property laws. Nevertheless, we grant to you the limited, non-exclusive rights and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices. This includes the "look and feel" of the Website and the advertising thereon ("**the Website Content**").

The Website Content is protected by copyright, trademark and other intellectual property laws and is the property of Together We Bloom and its authorized service providers. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, whether by omission or commission, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.

You may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Website except as permitted by statute or expressly permitted in writing by this Agreement or the Website.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.

Other than connecting to our and our third party service provider's servers by http requests using a Web browser, you may not attempt to gain access to our servers by any means, including, without limitation, by using administrator's passwords or by masquerading as an administrator while using the Website or otherwise.

You acknowledge that Together We Bloom and its third party service providers have not reviewed and do not endorse the content of all sites linked to and from this Website, and are not responsible for the content or actions of any sites linked to or from this Website. Linking to any service or site is at your sole risk.

You agree to indemnify Together We Bloom against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our Website and/or its contents contrary to these Terms.

We use cookies to identify the computer device with which you connect to our Website. We reserve the right to restrict your use and access to our Website or part thereof in the event of any unauthorized use.

We reserve the right to suspend our Website or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Website in compliance with these Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Any indulgence or extension of time granted to you shall not be construed as a waiver or variation of any of our rights or remedies in these Terms or law.

Use of our Website outside South Africa

Customers who are not resident in South Africa are welcome to use our Website in accordance with these Terms to make online purchases provided that the delivery address is in South Africa.

Marketing

[Click here](#) to receive our newsletter and other marketing material. You are free to opt out of receiving our marketing material at any stage by [clicking here](#). It may take up to one month for your profile to be updated.

Privacy policy and information security

Your privacy is very important to us. We take reasonable steps to protect the personal information we hold and process from misuse, loss and from authorised access, modification or disclosure. We hold personal information both at our own premises and with the assistance of our service providers.

Some of our service providers may be located in other countries that may not have the same levels of protection of personal information as South Africa. If this is the case, we require that they undertake to protect the personal information of our customers to the same level that we do.

Please refer to our detail Privacy Policy for more information, and for contact details of our Call Centre should you like to request an update to your information.

Accuracy of Website content

All reasonable steps are taken to ensure that the information on our Website is accurate and up to date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current.

Any comments uploaded by our users or any authorised experts invited as our guests are their opinions alone and do not in any way represent our views, opinions, beliefs or values. If you wish to make an investment decision regarding the Together We Bloom kindly consult your financial adviser.

Your comments

We value your comments, ideas, suggestions and feedback ("contact us") via our Website. We will not respond to, maintain or compensate you in any way whatsoever for your Comments. Once received, your Comments will become our property and we will not be limited in any way in the use, commercial or otherwise, of any of your Comments.

Together We Bloom does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibilities of those who post the statements and do not necessarily represent the views of Together We Bloom or its third-party service providers. You agree that Together We Bloom and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

You warrant that your Comments do not and will not violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any Comments that are or contain any defamatory, unlawful, abusive or obscene material. We disclaim any liability towards any third party regarding your Comments and you shall remain accountable towards any third party regarding any harm caused by your Comments.

Intellectual property

All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this Website are owned by or licensed to us. All data and information communicated to or from the Website including its database also belongs solely to us or our licensors. You agree to sign all documents as we may reasonably require in order to assign any rights that you may acquire in the content of our Website. You agree also to waive any moral rights in such content. You are permitted to view, print or store electronically a copy of any information on our Website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

Use of our logos, content and images

You are not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our licensors' intellectual property rights.

Advertising and hyperlinks

External hyperlinks may appear on our Website. The hyperlinks may not be construed to constitute any relationship between us and any linked third party or any endorsement by us of such third party and use of or reliance on any external links provided is at your own risk. Advertising and other promotional material of third parties may appear on our Website from time to time. We do not endorse such third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

Disclaimers and exclusions of liability

Use of our Website is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our Website or the purchase of any of our products or services. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Website and/or your purchase of any products or services. Notwithstanding any other provisions contained herein, our liability arising from any breach of these Terms, negligence or otherwise shall not at any time exceed more than double the monetary value of any order placed via this Website.

Indemnification

You hereby indemnify Together We Bloom and its affiliates, employees, agents, representatives and third party service providers, and hereby defend and hold each of them harmless from any and all claims and liabilities (including legal costs on the attorney-client scale) which may arise from your submissions, from your unauthorised use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

Privacy Policy

This Website is an interactive online service operated by Together We Bloom. This Privacy Policy applies to this site (however accessed and/or used, whether via personal computers, mobile devices or otherwise, and other interactive features, applications or downloads that are operated by us that are available through this site or that interact with this site and post this Privacy Policy (collectively known as this "Website"). This Privacy Policy doesn't apply to our collection of information from other sources, unless specifically stated.

We have adopted this Privacy Policy to explain what information may be collected on our Website, how we use this information and under what circumstances we may disclose the information to third parties. This Privacy Policy, together with the Terms of Use and Copyright Policy posted on our Website sets forth the general rules and policies governing your use of our Website. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions.

We keep this Privacy Policy posted on our Website, and you should review it frequently as we reserve the right to change it from time to time without prior notice to you. Any changes are effective immediately on posting. We will not use your personally identifiable information without your consent in a manner materially different than what was stated at the time it was collected. WHEN YOU ACCESS OUR WEBSITE YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, YOU MUST IMMEDIATELY STOP ACCESSING OUR WEBSITE.

Type Of Information The Website Collects

The Website generally collects personally identifying information with your specific knowledge and consent. For instance, when you enter any competition, complete a survey, make a purchase or register for any portion of our services, you are asked to provide information such as your e-mail address, name or phone number. Optional information such as your age and gender may also be requested.

Our servers may also automatically collect information about your computer when you visit the Website, including without limitation the type of browser software you use, the operating system you are running, the Website that referred you, and your Internet Protocol address.

How The Information Is Used

The personally identifying information you supply through the Website is used to provide you with the service you have requested, to respond to your inquiries or in other ways naturally associated with the circumstances in which you provided the information. For example, we may use your e-mail address to send you a confirmation notice. We may also use the information to communicate with you about new features, products or services, and/or to improve the services that we offer by tailoring them to your needs. You may opt-out from receiving future promotional information from us or our affiliated companies, or direct that we do not share your information with any affiliated companies.

We also allow access to our database by third parties that provide us with services, such as technical maintenance, vendors that process credit card orders, deliver our merchandise, administer our promotions, provide us with marketing or promotional assistance, analyse our data, assist us with customer service, etc. Our vendors agree to use this information, and we share information with them, only to carry out our requests. In addition, we may share your information with participating sponsors to a programme or competition you enter via our Website, our co-promotional partners and others with whom we have marketing or other

relationships. Other than as provided in this Privacy Policy and our Terms of Use, or as set forth when you submit the information to the Website, we will not share or sell your personally identifiable information to third parties without your consent.

We reserve the right to use the information we collect about your computer, which may at times be able to identify you, for any lawful business purpose, including without limitation to help diagnose problems with our servers, to gather broad demographic information and to otherwise administer our Website.

While your personally identifiable information is protected as outlined above, we reserve the right to use, transfer, sell, and share aggregated, anonymous data about our users as a group for any business purpose, such as analysing usage trends and seeking compatible advertisers and partners.

In addition, as our business changes, we may buy or sell various assets. In the event all or a portion of the assets owned or controlled by Together We Bloom, its parent or any subsidiary or affiliated entity are sold, assigned, transferred or acquired by another company, the information from and/or about our Website users may be among the transferred assets.

Cookies

A cookie is a piece of information that is deposited on your computer's hard drive by your web browser when you use our computer server. The cookies enable us to recognise you and give us information about your previous visits. We learn which advertisements bring users to our Website. Most browsers accept cookies automatically, but usually you can alter your settings to prevent automatic acceptance. If you choose not to accept cookies, this may disable some of the features of our Website. The information that we collect and may share with our advertisers is anonymous and not personally identifiable. It does not contain your name, address, telephone number or email address.

Mobile Device Identifiers

Certain mobile service providers uniquely identify mobile devices and we or our third-party service providers may receive such device information if you access the Website through mobile devices. Certain features of our Website may require collection of mobile phone numbers, and we may associate that phone number to mobile device identification information. Additionally, some mobile phone service providers operate systems that pinpoint the physical location of devices that use their service. Depending on the provider, we or our third-party service providers may receive this information.

Embedded Scripts

An embedded script is a programming code that is designed to collect information about your interactions with the Website, such as the links you click on. The code is temporarily downloaded onto your computer from our web server or a third-party service provider, is active only while you are connected to the Website and is deactivated or deleted thereafter.

Information collected through passive means may be non-identifying or may be associated with you. If the latter, it will be treated as personally identifiable information.

Information You Provide About A Third Party

If you send someone else a communication from the Website, such as sending Website content to a friend, the information you provide (names, e-mail addresses etc.) is used to facilitate the communication and is not used for any other marketing purpose unless we obtain consent from that person or we explicitly say otherwise. Please be aware that when you use any send-to-a-

friend functionality on our Website, your e-mail address may be included in the communication sent to your friend.

Information Provided By Third Parties About You

From time to time, we may supplement the information we collect with outside records from third parties in order to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to purchase products or services that we believe may be of interest to you. We may combine the information we receive from those other sources with the information we collect through the Website. In those cases, we will apply this Privacy Policy to any personal identifiable information received, unless otherwise specifically disclosed by us at the time you provide your personally identifiable information.

Information Security And Notification

Because no data transmission over the internet is completely secure, and no system of physical or electronic security is impenetrable, Together We Bloom cannot guarantee the security of the information you send to us or the security of our servers or databases, and by using the Website you agree to assume all risk in connection with the information sent to us or collected by us when you use the Website. In the unlikely event that we believe that the security of your information in our possession or control may have been compromised, we may seek to notify you. If notification is appropriate, we may notify you by e-mail, provided that we have your e-mail address.

Notwithstanding anything to the contrary in this Privacy Policy, we reserve the right to disclose any personally identifiable or non-personal information about you if we are required to do so by law, and if we believe that such action is necessary to: (a) fulfil a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Website's users or the general public.

Other Links / Sites

Our Website may link to or contain links to other third-party Websites that we do not control or maintain. We are not responsible for the privacy practices employed by any third-party Website. We encourage you to note when you leave our Website and to read the privacy statements of all third-party Websites before submitting any personally identifiable info