

Terms and conditions

1. Introduction

- 1.1 This application can be accessed at **www.fleeqy.com**, related mobi-sites and software applications (the "**application**") and is owned and operated by ORI GLOBAL INVESTMENTS (Proprietary) Limited ("**FLEEQY**", "**we**", "**us**" and "**our**").
- 1.2 These application Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of Goods and Services, and the use of the software application.
- 1.3 These Terms and Conditions are binding and enforceable against every person that accesses or uses this application and("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the application and by clicking on the "Register Now" button on the application , as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.4 The application enables you to shop online for an extensive range of Goods and Services ("Goods and Services").
- 1.5 FLEEQY allows third party sellers to list and sell their Goods and Services on the application (each a "Third Party Seller"). FLEEQY will indicate on relevant product pages and checkout pages when Goods and Services are for sale by a Third Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from FLEEQY. This will be made clear in the relevant clause.

2. Important Notice

- 2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").

2.2 These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –

2.2.1 may limit the risk or liability of FLEEQY or a third party; and/or

2.2.2. may create risk or liability for the user; and/or

2.2.3. may compel the user to indemnify FLEEQY or a third party; and/or

2.2.4. serves as an acknowledgement, by the user, of a fact.

2.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask FLEEQY to explain it to you before you accept the Terms and Conditions or continue using the application.

2.5 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or FLEEQY in terms of the CPA.

2.6. FLEEQY permits the use of this application subject to the Terms and Conditions. By using this application in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this application if you do not agree to the Terms and Conditions.

3. Returns/Refunds/Re-appointment

3.1 Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

4. Registration and use of the application

4.1. Only registered users may order Goods and Services on the application.

4.2. To register as a user, you must provide your email and password and provide certain information and personal details to FLEEQY. You will need to use your email and password to access the application in order to purchase Goods and Services.

4.3. You agree and warrant that your email and password shall:

- 4.3.1 be used for personal use only; and
- 4.3.2 not be disclosed by you to any third party.
- 4.4. For security purposes you agree to enter the correct email and password whenever ordering Goods and Services, failing which you will be denied access.
- 4.5. You agree that, once the correct email and password relating to your account have been entered, irrespective of whether the use of the email and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**
- 4.6. You agree to notify FLEEQY immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your email and password and to take steps to mitigate any resultant loss or harm.
- 4.7 By using the application you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the application only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
- 4.8 You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the application. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the application or the information contained herein, without the prior written consent from an authorised FLEEQY representative (such consent is deemed given for standard search engine technology employed by Internet search applications to direct Internet users to this application).
- 4.9. You may not use the application to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 4.10. You may not in any way display, publish, copy, print, post or otherwise use the application and/or the information contained therein without the express prior written consent of an authorised FLEEQY representative.

5. Conclusion of sales and availability of stock

- 5.1. Registered users may place orders for Goods and Services, which FLEEQY or the Third Party Seller may accept or reject. Whether or not FLEEQY or the Third Party Seller accepts an order depends on the availability of Goods and Services, correctness of the information relating to the Goods and Services (including

without limitation the price) and receipt of payment or payment authorisation by FLEEQY for the Goods and Services.

- 5.2. NOTE: FLEEQY or the Third Party Seller will indicate the acceptance of your order by delivering the Goods and Services to you or allowing you to collect them, and only at that point will an agreement of sale between you and FLEEQY or the Third Party Seller come into effect (the "Sale"). This is regardless of any communication from FLEEQY stating that your order or payment has been confirmed. FLEEQY will indicate the rejection of your order (by FLEEQY itself or the Third Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
- 5.3. Prior to delivery or your collection of the Goods and Services, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods and Services, you may return the Goods and Services only in accordance with the Returns Policy.
- 5.4. Placing Goods and Services in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Goods and Services, and as such, Goods and Services may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold FLEEQY or the Third Party Seller liable if such Goods and Services are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
- 5.5. You acknowledge that stock of all Goods and Services on offer is limited and that pricing may change at any time without notice to you. In the case of Goods and Services for sale by FLEEQY, FLEEQY will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the application. However, we cannot guarantee the availability of stock. When Goods and Services are no longer available after you have placed an order, FLEEQY will notify you and you will be entitled to a refund of any amount already paid by you for such Goods and Services.**
- 5.6. In the case of Goods and Services for sale by a Third Party Seller, FLEEQY relies on inventory information supplied by the relevant Third Party Seller and FLEEQY accordingly bears no liability for any inaccuracies in the information supplied to it.** Consequently, should you order any Goods and Services from a Third Party Seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant

Third Party Seller, your respective rights and obligations being as set out in these Terms and Conditions.

- 5.7 Certain Goods and Services may not be purchased for re-sale. Should we suspect that any such Goods and Services are being purchased for sale, we are entitled to cancel your order immediately on notice to you.

6. Payment

- 6.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 6.2 Whether the Goods and Services are for sale by FLEEQY or a Third Party Seller, payment can be made for Goods and Services via -
- 6.2.1 debit card;
 - 6.2.2 credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods and Services will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods and Services. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the application;**
 - 6.2.3 direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. FLEEQY will not accept your order if payment has not been received;
 - 6.2.4 Instant EFT;
 - 6.2.5 cash on delivery; by selecting this option, you undertake to ensure that you have the exact cash on hand at the time of delivery;
 - 6.2.6 Paypal;
 - 6.2.7 Payfast;
 - 6.2.8 FLEEQY Vouchers.
- 6.3 You may contact us via our Help page to obtain a full record of your payment. We will also send you email communications about your order and payment.
- 6.4 Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods and Services.

7. Delivery of Goods and Services

7.0 FLEEQY offers 2 (two) methods of delivery of Goods and Services to you. You may elect delivery via:

7.1. courier; or

7.1.1 self-collection.

7.1.2 At your chosen location

7.2 Our delivery charges are subject to change at any time, without prior notice to you, so please check the FAQs for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

7.3 Where it accepts your order, FLEEQY or the Third Party Seller will deliver the Goods and Services to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods and Services during the Delivery Period. You may then, within 7 (seven) days of receiving such notification, elect whether or not to cancel your order for the Goods and Services. If you elect to cancel your order, we will reimburse you for the purchase price.

7.4 FLEEQY's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. **FLEEQY is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.**

8. Errors

8.1 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods and Services on the application. However, should there be any errors of whatsoever nature on the application (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

8.2 FLEEQY shall not be bound by any incorrect information regarding our Goods and Services displayed on any third party applications.

9. Gift Vouchers & Coupons

FLEEQY may from time to time make physical or electronic gift vouchers ("Gift Vouchers") and promotional coupons or discounts ("Coupons") available for use on the application towards the purchase of FLEEQY Goods and Services. Gift Vouchers and Coupons can only be redeemed while they are valid and their expiry dates cannot be extended. More specifically:

9.1 Gift Vouchers

9.1.1 Gift Vouchers that are purchased by registered users are valid for 3 years after Sale. Gift Vouchers that FLEEQY gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.

9.1.2 Gift Vouchers cannot be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods.

9.1.3 FLEEQY is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.

9.2 Coupons

9.2.1 There are two types of Coupons; a Coupon with a fixed amount of a discount, e.g. R100 off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g. 10% off ("**Percentage Coupon**").

9.2.2 Coupons are issued in FLEEQY's sole discretion and we are entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

- 9.2.3 As a general rule, and unless specified otherwise on the specific Coupon itself:
- 9.2.3.1. each Coupon can only be used once;
 - 9.2.3.2 only one Coupon can be used per order;
 - 9.2.3.3. only one Coupon can be used on the application per person per promotion/campaign;
 - 9.2.3.4. Percentage Coupons may only be redeemed on purchases with a total cart value of less than R5,000;
 - 9.2.3.5. where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;
 - 9.2.3.6 a Coupon must be used at check-out – it cannot be used later on existing orders; and
 - 9.2.3.7 the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
- 9.2.4 Coupons cannot be used to buy Gift Vouchers or other Coupons, and cannot be exchanged or refunded for cash or credit. **FLEEQY is not responsible for any harm due to the loss, unauthorised use or distribution of a Coupon.**
- 9.2.5 If for any reason a Coupon does not reflect on the final amount due from you at check-out, you can contact us to confirm if the Coupon is still valid. If FLEEQY confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.
- 9.2.6 You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by FLEEQY, before you are able to use a Coupon.

10. Deals and other discounted Goods and Services

- 10.1 From time to time, we may offer certain Goods and Services at discounted prices as part of a Deal, App Only Deal, Bundle Deal or any other temporary deal which are explained below (each a "**Deal**"). These will be subject to certain conditions (as set out in these Terms and/or the application), which define the scope of the Deal. If you buy a product *within the scope of a Deal*, you will pay the discounted price for that product (the "**Deal Price**").
- 10.2 However, if you buy a product in a manner that falls *outside of the scope of a Deal*, then you will pay the then current (non-Deal) selling price on the application (the "**Normal Price**"), for each product that falls outside the scope of the Deal.
- 10.3 For example: if you buy more than one product in a Deal, you will pay the Deal Price for the first product, but the Normal Price for all products thereafter. Alternatively, if you buy a product in combination with any other products that together do not constitute a Bundle Deal, you will pay the Normal Price for all such products falling outside the scope of the relevant Deal.

10.4 Deals

- 10.4.1 At our discretion, Deals ("**Deals**") are available daily from 7am – 23:59pm on week days and from 9am – 23:59pm on weekends. In addition, please note that Deals have a stock limit and may expire earlier if stock runs out.
- 10.4.2 Deals quantities are limited and as such, after a Deal is sold out, those particular Goods and Services may be available on the application at their normal selling prices (but no longer as a Deal).
- 10.4.3 We do not guarantee a specific saving. The extent of the Deal or discount is at the sole discretion of FLEEQY.
- 10.4.4 Only one of each Deal may be purchased per customer.
- 10.4.5 Adding a Deal to your cart, or completing your order for a Deal without paying for it, does not reserve the item for you. FLEEQY must receive payment from you within 24 hours of you placing your order for a Deal, otherwise we will cancel your order.
- 10.4.6 FLEEQY will reserve stock for customers in the order in which it receives payment. Therefore if you pay via EFT, you might not get your item because FLEEQY may only receive payment from you a few days later, and in the meantime the Deal might sell out to customers paying immediately.
- 10.4.7 The List Price shown in respect of Deals and other discounted Goods and Services is the recommended retail price suggested to us by the

supplier of the relevant product. Where the supplier has not provided a recommended retail price, an estimate may be provided. Where a product is offered for sale by a Third Party Seller, the List Price may be provided by the Third Party Seller.

10.5 App Only Deals

10.5.1 We also have Deals (called "**App Only Deals**") which will only be available for purchase using the FLEEQY software application ("App"), although they may also be displayed on the FLEEQY application and mobi-site. The App can be downloaded on IOS and Android devices. In addition to the above Daily Deal Terms and Conditions, the following terms apply to App Only Deals:

10.5.1.1 App Only Deals are only available for purchase using the App and their prices may differ from the normal selling prices at which those particular Goods and Services may be available on the application or mobi-site.

10.5.1.2 You will only receive the App Only Deal price if you pay for your order using the App before the App Only Deal has expired or sells out. You will not receive the App Only Deal price if you pay for your order using the application or mobi-site, or if you don't pay for your order before the App Only Deal has expired or sells out.

10.6 Bundle Deals

10.6.1 We may from time to time offer bundle deals for sale under the Bundle Deals tab on the application ("**Bundle Deals**"). Each Bundle Deal will consist of two or more products that either we or you (as provided on the application) have combined together in a single bundle.

10.6.2 Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.

10.6.3 A Bundle Deal should be distinguished from a pre-packed bundle compiled by our supplier and supplied to us as a single unit ("**Pre-packed**

Bundles"). Any saving or discount in respect of a Pre-packed Bundle will be applied only to the total bundle price and not to the prices of the individual component products. Please refer to our Returns Policy for information about returning a Pre-packed Bundle.

11.Third Party Sellers

- 11.1 FLEEQY will indicate on relevant product pages and checkout pages when Goods and Services are for sale by a Third Party Seller. In such cases FLEEQY only provides the platform to facilitate transactions between Third Party Sellers and FLEEQY customers. FLEEQY is neither the buyer nor the seller of these Goods and Services unless otherwise specified.
- 11.2 The Sale formed on acceptance of your order (in accordance with clause 5.2) for Goods and Services that are for sale by a Third Party Seller is therefore solely between the registered user and such Third Party Seller. FLEEQY is not a party to that sale.
- 11.3 The Third Party Seller is solely responsible for fulfilment of delivery of the Goods and Services. The Third Party Seller is also responsible to provide an invoice to the registered user if required.
- 11.4 Not all Third Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third Party Sellers who are registered VAT vendors may charge VAT on Goods and Services sold and issue a tax invoice in respect thereof. If a Third Party Seller is not a registered VAT Vendor, it may not charge VAT on Goods and Services sold and will not be in a position to issue a tax invoice in respect thereof.
- 11.5 Because FLEEQY wants the registered user to have a safe and consistent experience, FLEEQY will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 ("ECT Act"), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Seller on behalf of the Third Party Seller according to FLEEQY's own Returns Policy. Should such claim escalate into being a dispute, although FLEEQY is entitled to become involved in an attempt to resolve it, FLEEQY is not obliged to do so and any disputes must be resolved between you and the relevant Third Party Seller alone.