

Privacy policy

- 12.1 We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
- 12.2 Should you decide to register as a user on the application, we may require you to provide us with personal information which includes but is not limited to -
- 12.2.1. your name and surname;
 - 12.2.2. your email address;
 - 12.2.3. your physical address;
 - 12.2.4. your gender;
 - 12.2.5. your mobile number; and
 - 12.2.6. your date of birth.
- 12.3 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 12.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 12.5 Subject to clause 12.6 below, we will not, without your express consent:
- 12.5.1 use your personal information for any purpose other than as set out below:
 - in relation to the ordering, sale and delivery of Goods and Services;
 - 12.5.2 to contact you regarding current or new Goods and Services or services or any other Goods and Services offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
 - 12.5.3 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and
 - 12.5.4 to improve our product selection and your experience on our application by, for example, monitoring your browsing habits, or tracking your sales on the application; or
 - 12.5.5 disclose your personal information to any third party other than as set out below:

- 12.5.5.1 to our employees and/or third party service providers who assist us to interact with you via our application, email or any other method, for the ordering of Goods and Services or when delivering Goods and Services to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 12.5.5.2 to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new Goods and Services or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
 - 12.5.5.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
 - 12.5.5.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
 - 12.5.5.5 to our suppliers in order for them to liaise directly with you regarding any faulty Goods and Services you have purchased which requires their involvement; and
 - 12.5.5.6 to any Third Party Seller for purposes of sending you an invoice for any Goods and Services purchased from such Third Party Seller, which disclosed information will be limited to your email address (refer to clause 11 above).
- 12.6 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, FLEEQY is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

12.7 We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

12.8 Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the application, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the application. We will not display your Last Name, nor any of your contact details, with a rating or review.

12.9 We will -

12.9.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

12.9.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

12.9.3 provide you with access to your personal information to view and/or update personal details;

12.9.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

12.9.4 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

12.9.5 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

12.10 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

12.11 FLEEQY undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

12.12 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to

our control, unless such disclosure is as a result of our gross negligence.

12.13 If you disclose your personal information to a third party, such as an entity which operates a application linked to this application or anyone other than FLEEQY, FLEEQY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

12.14 This application makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "**Cookies**" are small text files a application can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a application and allow a application to track usage behaviour and compile aggregate data that will allow the application operator to improve the functionality of the application and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our application, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our application will therefore be limited. **If you do not disable "cookies", you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 12.**

13.Changes to these Terms and Conditions

13.1 FLEEQY may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the application.

13.2 Any such change will only apply to your use of this application after the change is displayed on the application. If you use the application after such amended Terms and Conditions have been displayed on the application, you will be deemed to have accepted such changes.

14. Electronic communications

14.1 When you visit the application or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 12 above.

15. Ownership and copyright

15.1 The contents of the application, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this application ("**application Content**") are protected by law, including but not limited to copyright and trade mark law. The application Content is the property of FLEEY, its advertisers and/or sponsors and/or is licensed to FLEEY.

15.2 You will not acquire any right, title or interest in or to the application or the application Content.

15.3 Any use, distribution or reproduction of the application Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any application Content contact us.

15.4 Where any of the application Content has been licensed to FLEEY or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

16. Disclaimer

16.1 The use of the application is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the application or reliance on any information on the application.

16.2 Whilst FLEEY takes reasonable measures to ensure that the content of the application is accurate and complete, FLEEY makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the application or as to the accuracy, completeness or reliability of any information on the application. If any such

representations or warranties are made by FLEEQY's representatives, FLEEQY shall not be bound thereby.

16.3 FLEEQY disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the application and/or any content therein unless otherwise provided by law.

16.4 Although Goods and Services sold from the application may, under certain specifically defined circumstances, be under warranty, the application itself and all information provided on the application is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

16.5 Any views or statements made or expressed on the application are not necessarily the views of FLEEQY, its directors, employees and/or agents.

16.6 In addition to the disclaimers contained elsewhere in these Terms and Conditions, FLEEQY also makes no warranty or representation, whether express or implied, that the information or files available on the application are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of FLEEQY, its employees, agents or authorised representatives. FLEEQY thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the application.

17. Linking to third party applications

17.1 This application may contain links or references to other applications ("**Third Party applications**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party

applications and FLEEQY is not responsible for the practices and/or privacy policies of those Third Party applications or the “cookies” that those sites may use.

17.2 Notwithstanding the fact that the application may refer to or provide links to Third Party applications, your use of such Third Party applications is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party applications or your reliance on any information contained thereon.

18.Limitation of liability

18.1 FLEEQY cannot be held liable for any inaccurate information published on the application and/or any incorrect prices displayed on the application, save where such liability arises from the gross negligence or wilful misconduct of FLEEQY, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.

18.2 FLEEQY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE application OR THE CONTENT CONTAINED IN THE application; OR YOUR INABILITY TO USE THE application, AND/OR UNLAWFUL ACTIVITY ON THE application AND/OR ANY LINKED THIRD PARTY application.

18.3 YOU HEREBY INDEMNIFY FLEEQY AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS application AND/OR ANY LINKED THIRD PARTY application.

19.Availability and termination

19.1 We will use reasonable endeavours to maintain the availability of the application, except during scheduled maintenance periods, and are entitled to discontinue providing the application or any part thereof with or without notice to you.

19.2 FLEEQY may in its sole discretion terminate, suspend and modify this application, with or without notice to you. You agree that FLEEQY will

not be liable to you in the event that it chooses to suspend, modify or terminate this application other than for processing any orders made by you prior to such time, to the extent possible.

19.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods and Services, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the application without any prejudice to any claims for damages or otherwise that we may have against you.

19.4 FLEEQY is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the application and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by FLEEQY to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the application), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and FLEEQY, in whole or in part, on notice to you. FLEEQY shall only be liable to refund monies already paid by you (see FLEEQY's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

19.5 At any time, you can choose to stop using the application, with or without notice to FLEEQY.

20. Governing law and jurisdiction

20.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the application will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

20.2 In the event of any dispute arising between you and FLEEQY, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

20.3 Nothing in this clause 20 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

21. Notices

21.1 FLEEQY hereby selects 1st Floor, Foyer 3, The Colosseum Century Way, Century City, Century City, Western Cape, South Africa as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). FLEEQY may change this address from time to time by updating these Terms and Conditions.

21.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving FLEEQY not less than 7 days' notice in writing.

21.3 Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

21.3.1 by hand will be deemed to have been received on the date of delivery;

21.3.2 by prepaid registered post, will be deemed to have been received 10 days after the date of posting;

21.3.3 by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

21.3.4 by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

22. Complaints

22.1 We are a participant under the Consumer Goods and Services Industry Code and are bound by it. An electronic copy of this Code is available at <http://www.cgso.org.za/downloads/>. If you have a complaint about the Goods or Services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via our [Help page](#) on the application or you can contact our call centre on 0610143489.

22.2 If we don't resolve your complaint within 15 (fifteen) business days of you having notified us of it, you are entitled to approach the Consumer Goods and Services

and Services Ombud ("CGSO"), to assist in resolving the dispute. The CGSO's contact details are: application: <http://www.cgso.org.za/> Sharecall: 0860 000 272

22.3 Email: complaints@cgso.org.za



23.Information

23.1 For the purposes of the ECT Act, FLEEQY's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the application:

23.1.1 Full name: FLEEQY [complete]

23.1.2 Main business: Online retailer

23.1.3 Physical address for receipt of legal service (also postal and street address): 1st Floor, Foyer 3, The Colosseum Century Way, Century City, Century City, Western Cape, South Africa

23.1.4 Office bearers: Peter O. Afolabi

23.1.5 Phone number:

23.1.6. Email address: Hello@fleeqy.com

24.General

24.1 FLEEQY may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the application or the user's right to use the application or any of its contents subject to us processing any orders then already made by you.

24.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

24.3 Any failure on the part of you or FLEEQY to enforce any right in terms hereof shall not constitute a waiver of that right.

- 24.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 24.5 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 24.6 No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 24.7 These Terms and Conditions contain the whole agreement between you and FLEEQY and no other warranty or undertaking is valid, unless contained in this document between the parties.

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