

MASTER TERMS AND CONDITIONS OF USE

Introduction

Welcome and thank you for using our exciting online platform (“GUGU INTIMATES™” or “Platform”). GUGU INTIMATES™ is an online store selling specialised underwear and related garments.

1. Definitions

The words and/or phrases used in these Terms of Use, the Platform and the Website will have the following definitions:

- 1.1 “**Additional Agreements**” mean collectively referred to as all related agreements, documents, registration forms, service agreement, rules and SLAs this document and such other rules and policies of the Website and any contradiction between the Additional Agreements and these Terms, these Terms will prevail;
- 1.2 “**GUGU INTIMATES™**” or “**Platform**” means the e-commerce online platform Website named GUGU INTIMATES™ and the unique Platform, Products or Services it offers to Users;
- 1.3 “**Customer**” means an approved and registered client on the Platform;
- 1.4 “**Privacy Policy**” means the policy regulating privacy for the Use of the GUGU INTIMATES™, the Website and the Service and can be accessed at www.guguintimates.co.za/privacypolicy;
- 1.5 “**Products and/or Products or Services**” mean GUGU INTIMATES™, the Platform and the underwear and related garments products and any other Products or Services we offer;
- 1.6 “**Resellers**” mean the Customers specifically approved and registered on the Website to resell the Products to the general public;
- 1.7 “**Terms**” mean these Master Terms and Conditions of Use of the Website which govern your access to and use of the Products or Services. The Terms of Use help ensure that our Products or Services work smoothly for the Supplier, Reseller and all other users;
- 1.8 “**Users**” mean Customers, Resellers, and other users (also referred to “you” or “your”, as the context allows) who are contributors of content, information, and other materials or Products or Services, registered or otherwise;
- 1.9 “**Website**” means the site for GUGU INTIMATES™ making available the products and Products or Services.
- 1.10 “**Trade Marks**” collectively mean the trade marks, names, logos and domain names of GUGU INTIMATES reflecting on the websites
- 1.11 “**Materials**” means all of the material, images, concepts, base products, data and information.

2. Application and Acceptance of the Terms

- 2.1 The Terms are a legally binding agreement between you as the User (as published from time to time) and Gugu Intimates (Pty) Ltd (also referred to “we” as the context allows), so please read them carefully before buying the Products or using the Products or Services.
- 2.2 By accessing the Website, buying the Products or using the Services, you agree to accept and be bound by the Terms. Please do not use the Website if you do not accept all of the Terms and Additional Agreements.
- 2.3 You may not purchase the Products or use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with GUGU INTIMATES™, or (b) you are not permitted to receive any Products or Services under the laws of South Africa or other countries / regions including the country / region in which you are resident or from which you use the Products or Services.
- 2.4 You acknowledge and agree that GUGU INTIMATES™ may amend any Terms at any time by posting the relevant amended and restated Terms on the Website. By continuing to use the Products or Services or the Website, you agree that the amended Terms will apply to you.
- 2.5 You will be required to enter into an Additional Agreement, whether online or offline, with GUGU INTIMATES™ or other Users. If there is any conflict or inconsistency between these Terms and the Additional Agreement will take precedence over the Terms only in relation to that Service concerned.
- 2.6 The Terms may not otherwise be modified except in writing by an authorised director of Gugu Intimates (Pty) Ltd.

3. Provision of Products or Services

- 3.1 You must register as a Customer on the Website in order to complete Purchases and use some Services. Further, GUGU INTIMATES™ reserves the right, without prior notice, to restrict access to or use of certain Products or Services (or any features within the Products or Services) to paying Users or subject to other conditions that GUGU INTIMATES™ may impose in our discretion.
- 3.2 GUGU INTIMATES™ may in our sole discretion limit, deny or create different level of access to and use of any Products or Services (or any features within the Products or Services) with respect to different Users.
- 3.3 GUGU INTIMATES™ may launch, change, upgrade, impose conditions to, suspend, or stop any Products or Services (or any features within the Products or Services) with prior notice to a fee-based Service, such changes will not substantially adversely affect the paying Users in enjoying that Service.

4. Users Generally

- 4.1 You agree to use the Website, Products or Services solely for your own purposes. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Website (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with GUGU INTIMATES™, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from GUGU INTIMATES™ is prohibited. Use of any content or materials on the Website for any purpose not expressly permitted in the Terms is prohibited.
- 4.2 You must read GUGU INTIMATES™'s Privacy Policy which governs the protection and use of personal information about Users in the possession of GUGU INTIMATES™. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.
- 4.3 GUGU INTIMATES™ may allow Users to access to content, products or Products or Services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) or otherwise to such third parties' website. You are cautioned to read such website's terms and conditions and/or privacy policies before using the Website. You acknowledge that GUGU INTIMATES™ has no control over such third parties' website, does not monitor such Website, and will not be responsible or liable to anyone for such website, or any content, Products or Services made available on such website.
- 4.4 You agree not to undertake any action which may undermine the integrity of GUGU INTIMATES™'s feedback system, such as leaving positive feedback for yourself using secondary Customer IDs or through third parties or by leaving unsubstantiated negative feedback for another User.
- 4.5 By posting or displaying any information, content, trade marks or material ("User Content") on the Website or providing any User Content to GUGU INTIMATES™ or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to GUGU INTIMATES™ to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Website, the provision of any Products or Services and/or the business of the User. You confirm and warrant to GUGU INTIMATES™ that you have all the rights, power and authority necessary to grant the above license.

5. User Accounts

- 5.1 User must be registered on the Website to access or use some Products or Services. Except with GUGU INTIMATES™'s approval, one User may only register one account on the Website.

GUGU INTIMATES™ may reject User's application for registration for not meeting the necessary requirements or passed the necessary checks.

- 5.2 A set of User ID and password is unique to a single account. Each User will be solely responsible for maintaining the confidentiality and security of its User ID and password and for all activities that occur under your account. No User may share, assign, or permit the use of your account, ID or password by another person. The User agrees to notify GUGU INTIMATES™ immediately if you become aware of any unauthorised use of your password or your account or any other breach of security of your account.
- 5.3 The User agrees that all activities that occur under your account will be deemed to have been authorised by the User.

6. User's Responsibilities

- 6.1 Gugu Intimates (Pty) Ltd will, in its sole discretion, accept or deny the Products or Services to a User.
- 6.2 As a Customer completing a Platform Transaction through the Website, you are agreeing to pay the amount charged to you by the applicable Products or Service.
- 6.3 Each Customer represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorisation and to perform the obligations hereunder; and (b) the address you provide when registering is the your own address.
- 6.4 The Resellers will be required to provide information or material about your entity, business or products or services as part of the registration process on the Website.
- 6.5 Each User represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Website, Products or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
- 6.6 Upon becoming a User, you consent to the inclusion of the contact information about you in our database and authorise GUGU INTIMATES™ to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.
- 6.7 Each Customer further represents, warrants and agrees that you will/are:
- a) conduct your business transactions with other users of the Website in good faith;
 - b) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
 - c) not use the Products or Services or Website to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
 - d) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
 - e) not engage in spamming or phishing;
 - f) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
 - g) not involve attempts to copy, reproduce, exploit or expropriate GUGU INTIMATES™'s various proprietary directories, databases and listings;
 - h) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
 - i) not involve any scheme to undermine the integrity of the data, systems or networks used by GUGU INTIMATES™ and/or any user of the Website or gain unauthorised access to such data, systems or networks;
 - j) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
 - k) not engage in any activities that would otherwise create any liability for GUGU INTIMATES™.

- 6.8 The User provides consent to Gugu Intimates (Pty) Ltd to confirm, enquire and lodge its information with any third party, credit authority or bureaux for authentication, credit checking, credit listings and credit scoring.
- 6.9 The Customer acknowledges and agrees that each Customer is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the site, the Website and Products or Services are in compliance with the same.

7. Order and Payment

7.1 Description and price of goods

- 7.1.1 We have taken care to describe and show the Products as accurately as possible. Despite this, slight variations in the Products may occur.
- 7.1.2 Product images are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.
- 7.1.3 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a Product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). We reserve the right to alter all product pricing without notice.
- 7.1.4 All prices quoted include VAT (where applicable). We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.
- 7.1.5 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

7.2 Placing an order

- 7.2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.
- 7.2.2 The contract is subject to your right of cancellation (see below).
- 7.2.3 Any order placed by you for goods advertised on our Website is an offer by you to purchase the goods selected in your order.
- 7.2.4 We may refuse at our discretion to accept an order:
- (a) where we cannot obtain authorisation for your payment;
 - (b) if there has been a pricing or product description error; or
 - (c) if you do not meet any eligibility criteria set out in our terms and conditions.
 - (d) where goods ordered by you are not available;
 - (e) if we do not deliver to your area;
- 7.2.5 Where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card as soon as possible, but in any event within 30 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment.
- 7.2.6 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

7.3 Payment

- 7.3.1 Payment can be made by any of the options advertised on our Website. Payment shall be due before delivery. If payment fails your order will be cancelled. There will be no delivery until clear funds have been received.
- 7.3.2 Payment online: Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the website.
- 7.3.3 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.
- 7.3.4 Please be aware that if you are using Paypal as your payment method we reserve the right to not ship to unconfirmed addresses.

8. Delivery

- 8.1 Gugu Intimates uses trusted courier services to deliver the products within South Africa, either door-to-door, door-to-counter or to designated pop-up store points, depending on the best suited and selected option for you.
- 8.2 During the checkout process, Gugu Intimates will determine your delivery options based on your delivery address and postal code. For South African orders, irrespective of whether you select door to door delivery, or door to counter delivery, Gugu Intimates will deliver within 2 - 5 working days depending on where you live. E.g. If you place your order and make payment after 14:00 on a working day
- 8.3 Gugu Intimates also offers South African shoppers the most attractive returns policy giving customers 30 days to return their products to Gugu Intimates.

9. Return procedure to be followed

- 9.1 As outlined in Section 9 of the Delivery and Returns policy (Exclusions), please do not return any excluded items to Gugu Intimates .
- 9.2 In the event of Gugu Intimates having sent you an incorrect product, please follow the procedure as outlined in the Delivery and Returns Policy.
- 9.3 Should you wish to return an item that is defective or faulty, please follow the procedure as outlined in this Returns Policy (Returning defective product(s)).
- 9.4 Should you wish to return a non-defective product within 30-days of the date that it was delivered, please retain the product’s original packaging, with labels attached, and do not wear the product at all. Please follow the return steps as outlined below:

Step	Action
1	Log in to Gugu Intimates Need to return something? It's easy! Simply request a return using our online returns process at www.guguIntimates.co.za/returns within 30 days of receiving the Products
2	Fill in return form
3	Pack item into box Pack the product(s) in their original protective packaging, with its original labeling and unworn to secure the product(s) you are returning. Then pack the product(s) into the original Gugu Intimates delivery box, along with the printed delivery note that was in the box when you received it. Carefully seal the delivery box in order to make sure the parcel is safely returned to Gugu Intimates. Should you be returning products from multiple orders at one time, please carefully pack the products belonging to the same order number together, and include the relevant delivery note received with each order. This will ensure a swift returns process.
4	Return parcel via courier (courier fees at the User’s own charge unless expressly agreed by Gugu Intimates)
5	Refund Policy timelines

10. Breaches by Customers

- 10.1 If any Customer breaches any Terms, or if GUGU INTIMATES™ has reasonable grounds to believe that a Customer is in breach of any Terms, GUGU INTIMATES™ will have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Customer's account and any and all accounts determined to be related to such account by GUGU INTIMATES™ in its discretion; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of buying Products or using any Service; (iii) removing any product listings or other User Content that the Customer has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Customer may post or display; (iv) imposing other restrictions on the Customer's use of any features or functions of any Service as GUGU INTIMATES™ may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as GUGU INTIMATES™ may deem necessary or appropriate in its sole discretion.
- 10.2 GUGU INTIMATES™ may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Customer's use of any Service or the Website without being liable to the Customer if GUGU INTIMATES™ has received notice that the User is in breach of any agreement or undertaking and such breach involves or is reasonably suspected of involving dishonest or fraudulent activities. GUGU INTIMATES™ will have the right to publish the records of such breach on the Website. GUGU INTIMATES™ will not be required to investigate such breach or request confirmation from the Customer.

11. Limitation of Liability

- 11.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS OR SERVICES PROVIDED BY GUGU INTIMATES™ ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND GUGU INTIMATES™ HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.
- 11.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUGU INTIMATES™ MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE WEBSITE; GUGU INTIMATES™ DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE WEBSITE DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND GUGU INTIMATES™ MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE WEBSITE.
- 11.3 Each User hereby agrees to indemnify and save GUGU INTIMATES™, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Website or Products or Services (including but not limited to the display of such User's information on the Website) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save GUGU INTIMATES™, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to GUGU INTIMATES™, including but not limited to those set forth hereunder.
- 11.4 Notwithstanding any of the foregoing provisions, the aggregate liability of GUGU INTIMATES™, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the use of the Website or Products or Services during any calendar year will be limited to the greater of (a) the amount of fees the User has paid to GUGU INTIMATES™ or our affiliates during the calendar year and (b) the maximum amount permitted in the applicable law. All claims arising from the use of the Website or Products or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing these Terms.

- 11.5 The limitations and exclusions of liability to you under the Terms will apply to the maximum extent permitted by law and will apply whether or not GUGU INTIMATES™ has been advised of or should have been aware of the possibility of any such losses arising.

12. Force Majeure

Under no circumstances will GUGU INTIMATES™ be held liable for any delay or failure or disruption of the content or Products or Services delivered through the Website resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

13. Intellectual Property Rights (“IPR”)

- 13.1 Repeat violations of our IPR may result in a range of actions, including without limitation to account suspension.
- 13.2 GUGU INTIMATES™ has the full discretion to take any process or enforcement action anytime for certain extreme / conspicuous situations, such as where litigation has already been initiated by intellectual property rights holder.
- 13.3 GUGU INTIMATES™ and related icons and logos are trade marks, registered or unregistered of Gugu Intimates (Pty) Ltd., in various jurisdictions and are protected under applicable copyright, trade mark and other proprietary rights laws. The unauthorised copying, modification, use or publication of these marks is strictly prohibited.
- 13.4 GUGU INTIMATES™ may use independent third parties involved in the provision of the Products or Services (e.g., the authentication and verification service providers). You may not use any trade mark, service mark or logo of such independent third parties without prior written approval from Gugu Intimates (Pty) Ltd.

14. Notices

- 14.1 All legal notices or demands to or upon GUGU INTIMATES™ will be made in writing and sent to GUGU INTIMATES™ personally, by courier, certified mail, dedicated email address or facsimile to the contact details below. The notices will be effective when they are received by GUGU INTIMATES™ in any of the aforementioned manner.
- 14.2 You agree that all agreements, notices, demands, disclosures and other communications that GUGU INTIMATES™ sends to you electronically satisfy the legal requirement that such communication should be in writing.

15. General Provisions

- 15.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and GUGU INTIMATES™ with respect to and govern your use of the Website and Products or Services, superseding any prior written or oral agreements in relation to the same subject matter herein.
- 15.2 If any provision of the Terms is held to be invalid or unenforceable, such provision will be deleted and the remaining provisions will remain valid and be enforced.
- 15.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 15.4 GUGU INTIMATES™'s failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of GUGU INTIMATES™'s right to act with respect to subsequent or similar breaches.
- 15.5 GUGU INTIMATES™ will have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of GUGU INTIMATES™). You may not assign, in whole or part, the Terms to any person or entity.
- 15.6 The Terms and additional Agreements will be governed by the laws of South Africa without regard to its conflict of law provisions and the parties to the Terms agree to submit to the

exclusive jurisdiction of the courts of South Africa And specifically the High Court of South Africa, Gauteng Local Division, Johannesburg.

16. Disputes with GUGU INTIMATES™

16.1 YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE, ADDITIONAL AGREEMENTS, YOUR USE OF THE PRODUCTS OR SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE ARBITRATION FEDERATION OF SOUTHERN AFRICA (“AFSA”) RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN COURT PROCEEDINGS, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

17. Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and other

17.1 For the purposes of the ECTA, Gugu Intimates (Pty) Ltd’s information is as follows, which should be read in conjunction with its Service descriptions, Additional Agreements and other terms and conditions contained on the Website:

17.1.1 Full name: Gugu Intimates (Pty) Ltd, a private company registered in South Africa with registration number [insert];

17.1.2 Main business: E-commerce online platform;

17.1.3 Physical address for receipt of legal service (also postal and street address): [insert];

17.1.4 Office bearers: [insert];

17.1.5 Phone number: [insert];

17.1.6 Official email address: [insert];

17.2 PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#).