

Terms & Conditions (All)

When buying or browsing [acknowledgehb.co.za](http://www.acknowledgehb.co.za)

1. Website Terms of Use

These Terms (“the Terms”) govern your (“You” / “Your”) use of the Acknowledge Health & Beauty - The Skin Consultant (“We”/”Us”/“Our”) website located at the domain name www.acknowledgehb.co.za (“the Website”). By accessing and using the Website, You agree to be bound by the Terms set out in this legal notice. If You do not wish to be bound by these Terms, You may not access, display, use, download, or otherwise copy or distribute Content obtained at the Website.

2. Your Consent

By using this Website or communicating with Us by electronic means, You consent and acknowledge that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

3. Updating of these Terms

We may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website. It is Your obligation to periodically review these Terms at the Website for changes or updates. Your continued use of this Website following the posting of changes or updates will be considered notice of Your acceptance to abide by and be bound by these Terms, including any changes or updates.

4. Our details

Our website is www.acknowledgehb.co.za and its email address is liesel@acknowledgehb.co.za

5. Products and Services for Personal Use

The services and products, and any samples thereof, available on the Website are for Your personal use only. You may not sell or resell any of the services, products or samples you receive from Us. If, in Our sole discretion, We believe that any order to be filled or products or services to be provided to You may result in the violation of these Terms, We reserve the right, with or without notice, to cancel or reduce the quantity thereof.

6. Payment

Payment may be made by Visa, Mastercard, Amex, Diner's Clud and Maestro credit cards or by bank transfer into our bank account, the details of which will be provided at check-out.

The payment system allows for review, corrections and withdrawal by You prior to placing a final order.

7. Delivery Policy

7.1. Subject to stock availability with suppliers and receipt of payment, requests will be processed within two (2) working days and handed over to a courier company for delivery.

7.2. We do not deliver to Post-Offices. We will be in contact with You to arrange an alternative address should you submit of post office address for delivery.

7.3. We deliver to farms, military bases, major chain stores, power stations, game reserves, lodges, airports or harbours. We do not deliver to vacant land or plots.

7.4. We will supply all goods to the delivery company in good order and will reasonably endeavour to ensure that goods arrive at Your chosen delivery address in the same good order.

7.5. Delivery times vary. On average customers can expect deliveries to metropolitan area addresses ie. Cape Town, Johannesburg, George, Port Elizabeth, Durban, Bloemfontein & Pretoria within 1-2 business days. Outlying areas expect delivery in 2-4 business days.

8. Defective Goods, Adverse Reactions and Returns or Refund Policy

8.1. Subject to s56 of the Consumer Protection Act No. 68 of 2008, (“the CPA”), if You have received a product from Us and found that the container (either plastic or glass), is defective or leaking, or if the pump or nozzle mechanism is defective, please contact our Customer Care Line at 086 024 6628 within ten (10) days of purchase and we will gladly collect the product at Our own expense and provide You with a refund, replacement or store credit.

8.2. Some products (such as many anti-ageing creams) sold on the Website contain active ingredients. Many of these products can cause a transient, mild irritation of the skin upon initial use thereof. We thus recommend using these products not more than three times per week initially and then gradually increasing to daily use. If You have developed a more severe reaction to any of these products supplied by Us, please contact us. An experienced staff member will endeavour to resolve any adverse reactions. Refunds on creams causing an adverse reaction will be judged on an individual basis.

8.3. Upon your order having left our premises (ie. has been shipped) if You no longer want the product(s) You have ordered, you may return it to our physical address within 5 days at Your own expense. If the product is unopened and the original packaging is still intact, We will provide You with a Acknowledge Health & Beauty - The Skin Consultant credit. We do not provide monetary refunds in these circumstances.

8.4. Subject to Section 56 of the CPA, the above clauses in paragraph 8 are subject to the following reasonable guidelines:

8.4.1. Products must have been purchased directly from Us. We cannot accept returns of products purchased from other retail outlets. Please return those to the store where purchased.

8.4.2. Products must be returned within 30 days of order date.

8.4.3. Please include a copy of your receipt (or a note with your order #, name, email address and phone number) and your reason for returning the product(s).

8.4.4. We cannot accept returns or issue refunds on used products.

8.4.5. Original shipping and handling charges are non-refundable (if applicable).

8.4.6. Products specified as non-returnable or not for resale cannot be returned.

9. Complaints and disputes

9.1. Any complaints regarding the use of the Website or the standard and quality of the product or products bought by You through the e-commerce facility should be directed to:

liesel@acknowledgehb.co.za.

9.2. Currently, Supplier does not subscribe to any alternative dispute resolution code or mechanism.

10. Copyright and Intellectual Property Rights

10.1. We provide certain information on the Website. Content displayed at the Website is provided by Us, our affiliates or subsidiaries, or any other third party owners of the content. All the proprietary works (and the compilation of the proprietary works) and information and content available on the Website and its “look and feel”, including but not limited to logos, trade marks, service marks, images, graphics, text, button icons, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the “Content”), is owned by Us, our affiliates, partners, subsidiaries, licensors or any third party owners of the rights (“Owners”), and the Content is protected by South African and international copyright laws, including laws governing copyrights and trademarks.

10.2. We may, at any time and without notice to You, make any changes to the Website, the Content, or to products or services offered through the Website. The Owners and Us reserve all rights in and to the Content. Except as specified in these Terms (particularly in the limited license in clause 11 below), You are not granted a license or any other right including under Copyright, Trade mark, Patent or other Intellectual Property Rights in or to the Content, and neither the Content nor any portion of the Website may be used, sold, copied, duplicated, reproduced, sold, resold, modified, accessed, or otherwise exploited, in whole or in part, for any purpose without Our express, prior written consent.

11. Limited License to General Users

11.1. We grant You a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.

11.2. This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without Our express prior written consent.

11.3. You may not collect product or service listings, descriptions or other information displayed here, nor make derivative use of this Website or the Content for the benefit of another merchant. You may not (a) license, republish, transmit, redistribute, sell or download this Website or any and/or all Content (except caching or as necessary to view this Website);

(b) frame or make use of framing techniques to enclose the Website (or any portion thereof) or the Content without Our express written consent; (e) collect account information for Your benefit or for the benefit of another party; (d) reverse engineer, modify or create any derivative works based upon either this Website or any and/or all Content; (c) use this Website or any and/or all Content for non-personal use; (f) use any meta tags or any other “hidden text” utilizing any and/or all Content; or (g) use any technology (crawlers, spiders, software robots, or similar data gathering and extraction tools) to search or gain any information from this Website, or take any other action that may impose an unreasonable burden or load on Our infrastructure.

11.4. You must retain, without modification, all proprietary notices on this Website or affixed to or contained in this Website.

11.5. We grant You a limited, revocable and non-exclusive license to hyperlink to the home page of Our Website for personal, non-commercial use only. Any website that links to this Website (ii) may not imply that We are endorsing such website or its services or products or that You have any rights in Our Website or intellectual property; (iii) may not misrepresent its relationship with Us; (i) may link to, but not replicate, any and/or all of the Content; (iv) may not contain content that could be construed as obscene, controversial, offensive, distasteful, or illegal or inappropriate for any ages; (v) may not portray Us or Our products or services in a false, derogatory, misleading, or otherwise offensive or objectionable manner, or associate Us with undesirable products, services or opinions; and (vi) may not link to any page of this Website other than the home page. If we, in our sole discretion, request that You remove any link to this Website, You must immediately remove such link, upon receipt of such request, and cease any linking, unless separately and expressly authorized by Us in writing.

11.6. We and the Owners do not offer products or services to minors. If you are under the age of 18 you may not act upon any offers on the Website.

11.7. We and the Owners, affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

11.8. Your license is automatically cancelled (without prejudice to any other remedy provided by applicable law or these Terms) if You do not get Our express, written permission before using this Website in a way these Terms do not allow, and We may cancel Your license at any time for any reason.

12. Your Obligations and Responsibilities

You agree to comply with these Terms and any special warnings or instructions for access or use posted on the Website. You agree to always act in accordance with the law, custom and in good faith. You may not change or alter the Website or any Content or services that appear on the Website and You may not, in any way, impair the integrity or operation of the Website. Without limiting the generality of any other provision of these Terms, you are liable for any and all losses and damages caused to Us, our affiliates, subsidiaries, partners or licensors, by your negligent or wilful default of any of the obligations contained in these Terms.

13. Limitation of Liability and Indemnification

13.1. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and We, the Owners, suppliers, employees, directors partners, affiliates, and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.

13.2. Neither We nor any holding company, affiliate or subsidiary of Us or the Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law. Links appearing on this Website are for convenience only and We, Our affiliates, or Our partners do not endorse the referenced product, service, content or supplier. If You link to or from any off-website pages or other websites, You do so at Your own risk. We do not assume responsibility for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from this Website. We also do not assume any responsibility or liability for the content, products, services or actions of such pages and websites, including, without limitation, their privacy policies and terms and conditions. The terms and conditions and privacy policies of all off-website pages and other websites that You visit should be carefully reviewed by You.

13.3. Our Website provides cosmeceuticals and skin related care products for sale. The use of any product bought from this Website is at Your risk. You and any other users indemnify Us, our affiliates and subsidiaries and hold Us, our affiliates and subsidiaries harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

13.4. We attempt to be as accurate as possible when describing our products on the Website. However, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours, information or other content available on this Website are accurate, complete, reliable, current, or error-free.

13.5. USE OF THE WEBSITE IS AT YOUR SOLE RESPONSIBILITY AND RISK. THIS WEBSITE IS PRESENTED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NO LATENT DEFECTS, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND TITLE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. DESPITE ANY WARRANTY WE MAY GIVE, WE WILL NOT BE LIABLE FOR ANY DEFECT ARISING FROM YOUR NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS (WHETHER ORAL OR IN WRITING) OR MISUSE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM IN WHICH ANY LEGAL ACTION MAY BE BROUGHT (WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE), OUR MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES FOR ANYTHING GIVING RISE TO LEGAL ACTION WILL NOT EXCEED ONE THOUSAND RAND. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL,

PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FORESEEABLE OR UNFORESEEABLE) OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED (INCLUDING (a) LOST PROFITS, (b) INTERRUPTION OF BUSINESS; (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS WEBSITE; (d) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (e) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS; (f) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THIS SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (g) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (h) EVENTS BEYOND OUR REASONABLE CONTROL. YOU AGREE THAT NO CLAIMS OR ACTIONS ARISING OUT OF, OR RELATED TO, THE USE OF THIS WEBSITE OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.

13.6. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FOR ANY LOSS, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY THIRD PARTY CLAIM, ACTION, OR DEMAND RESULTING FROM YOUR USE OF THIS SITE OR BREACH OF THESE TERMS. YOU ALSO AGREE TO INDEMNIFY US FOR ANY LOSSES, DAMAGES, OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR USE OF SOFTWARE ROBOTS, SPIDERS, CRAWLERS, OR SIMILAR DATA GATHERING AND EXTRACTION TOOLS, OR ANY OTHER ACTION YOU TAKE THAT IMPOSES AN UNREASONABLE BURDEN OR LOAD ON OUR INFRASTRUCTURE.

14. Privacy, access to and use of information

14.1. We receive various types of information ("Information") from You when You access the Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA ("Personal Information").

14.2. We may electronically collect, store and use Personal Information, including but not limited to name, contact details, surfing patterns, email, IP address.

14.3. Whenever You are of the opinion that We fail to comply with section 51 of ECTA, You will contact Us by sending an email to liesel@acknowledgehb.co.za. We will review Your representation made by email and, if within Our sole and absolute discretion deemed advisable, take corrective action and in any event within 14 days respond to You informing about corrective action taken, if any.

14.4. Interception of communications.

Despite such undertaking, it is possible for Internet-based communications to be intercepted.

14.4.1. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

14.4.2. Us and the Owners will not be responsible for any damages You or any third party may suffer as a result of the transmission of confidential or disclosed information You make to the Owners or Us through the Internet, or that You expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.

14.5. To ensure acquaintance with and awareness of Our privacy measures and policies, You are urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

15. Privacy – casual surfing

15.1. You may visit the Website without providing any personal information.

15.2. You accordingly grant express written permission for the Website servers in such instances to collect the IP address of your computer, but not the email address or any other distinguishing information.

15.3. This information is aggregated to measure the number of visits, average time spend at the Website, pages viewed, etc.

15.4. We use this information to determine use of the Website, and to improve content.

15.5. We assume no obligation to protect this information, and may copy, distribute or otherwise use the information.

16. Privacy – unsolicited information

16.1. If You post unsolicited content or other information (“Information”) to the Website and do not indicate otherwise, You grant to the Owners a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

16.2. Any enquiries, feedback, suggestions, ideas or other information You provide to Us (collectively, “Submissions”), except submissions of a personal and confidential nature relating to Your medical condition and/or medical history, will be treated as non-proprietary and non-confidential. Subject to the Terms of this agreement, by transmitting or posting any Submissions, You hereby grant Us full ownership of the Submission. We reserve the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as we deem fit, including, but not limited to, copying in whole or in part, creating derivative works from, distributing and displaying any Submission in any form, media, or technology, whether now know or hereafter developed, alone or as part of other works, or using the Submission within or in connection with Our products or services. You also acknowledge that Your Submission will not be returned and We may use Your Submission, and any ideas, concepts or ‘know-how’ contained therein, without payment of money or any other form of consideration from Us, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

16.3. By making a Submission, You represent and warrant that You own or otherwise control the rights to Your Submission and that such Submission does not constitute or contain

software viruses, commercial solicitation, chain letters, mass mailing, or any form of “spam”. You may not use a false email address, impersonate any person or entity, or otherwise mislead Us as to the origin of any Submission. You agree to indemnify Us for all claims arising from on in connection with any claims to any rights in any Submission or any damages arising from any Submission provided by You.

16.4. You grant to Us and the Owners the right to use the name that You submit in connection with such Information. You warrant:

16.4.1. that You own or otherwise control all of the rights to the Information that You post;

16.4.2. that the Information is accurate;

16.4.3. that by the supply of the Information to Us, You do not violate this Policy and do not infringe the rights of any other person or entity; and

16.4.4. that You indemnify Us and the Owners for all claims resulting from Our receipt of the Information You supply to Us.

16.5. We may monitor and edit or remove any Information posted to public pages. We take no responsibility and assume no liability for any Information posted by You or any third party.

17. Privacy – solicited information You give to Us and Credit Card Security

17.1. We require certain Personal Information necessary to process transaction if You require any of Our products or services.

17.2. We receive and store all Information, including Personal Information that You enter on the Website or give to Us in any other way. You may choose not to provide certain Personal Information, but that may limit the services or products that You may wish to obtain from Us.

17.3. We provide Our products and services in conjunction with Our affiliates and subsidiaries. In this regard, and unless specifically restricted by You from the license below, You, when entering into the specific transactions in question, grant in writing to the Owners and Us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such Information throughout the world in any media.

17.4. Your Information, that is required by affiliates and subsidiaries to give effect to transactions that You choose to enter into, is shared with those entities.

17.5. The private information required for executing the orders placed through the e-commerce facility, namely Your personal information, credit card details, delivery address and telephone numbers will be kept in the strictest confidence by Us and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number, will be made know to third parties delivering the product.

17.6. Credit card transaction will be acquired for Us via approved payment gateways. Our payment gateways use the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) provided by Thawte. No credit card details are stored on our servers or Website.

17.7. Customers will always have to manually input their CVC number and complete 3D secure (usually through the use of a One Time Password, depending on your bank) to complete payment in these instances.

17.8. We undertake that we have taken all reasonable precautions to secure the credit card processing that is carried out to receive payments for goods sold. We cannot be held liable for security breaches occurring on Your electronic device (personal computer or other electronic device used to access the Website), which may result due to the lack of adequate virus protection software or spyware that You may inadvertently have installed on Your device, or due to any other security breaches that occur notwithstanding the reasonable precautions we have taken.

18. Privacy – cookies

18.1. A cookie is a basic text file that is stored on Your device (computer, mobile phone, tablet or other device) by a website's server. Each cookie is unique to Your web browser and contains completely anonymous information such as a unique identifier and the website name.

18.2. Our Website utilises first and third party cookies. This enables Us to a) improve Your experience on the Website through various means such as storing preferences (like keeping You logged in) or determining aggregate usage behaviour (time on site, number of pages viewed etc.) through web analytic tools like Google Analytics and b) provide more relevant display advertising to You, using third party tools such as the Google Analytics Remarketing.

18.3. Most web browsers provide the option to block some or all cookie types should You wish to. You can also opt out of the Google Display Network using the Ads Preference Manager. As many of the Website's features utilise cookies, we recommend that You do not block them.

19. Privacy – promotional information

We aspire to provide first-class service to our customers, which requires Us providing information to You about new services or special offers. In each instance, You are provided an opportunity to opt-out of such information circulars. For more information, please call Our Help Desk, or send an email to liesel@acknowledgehb.co.za.

20. Privacy – business transfers

We may enter into business arrangements with our customer base in one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

21. Privacy – lawful purposes

When We are served with due legal process requiring the delivery of Personal Information, We have the legal duty to abide by that demand and will do so. We may also impart Personal Information if permitted or required to do so by law.

22. Privacy – surveys and statistical profiles

22.1. We understand that efficiency and customer care translates into good service, We may periodically conduct customer care surveys to enable the updating of service standards.

22.2. When We conduct a survey, We will inform You how the information gathered will be used and provide You with the opportunity to opt-out from such surveys.

22.3. Despite terms to the contrary, We may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including You, by a third party.

23. Privacy – storage

Personal Information will be stored for as long as it is used and for a period of one year, together with a record of the Personal Information and the specific purposes it was collected for. Personal information will be destroyed once it has become obsolete.

24. Privacy – interception

Subject to the Regulation of Interception of Communications Act (“RIC”), Act 70 of 2002, You agree that We may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Us, our employees, directors or agents. You agree that your consent satisfied the requirements of ECTA and RIC for consent in “writing” as defined.

25. Choice of Law and General

25.1. This Website is controlled, operated and administered by Us from our offices as set out above within the Republic of South Africa.

25.2. These Terms will be governed by the laws of the Republic of South Africa, and You consent to the jurisdiction of the Gauteng High Court, in the event of any dispute.

25.3. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.

25.4. These Terms constitute the entire agreement between Us and You with regard to the use of the Content and this Website and in relation to the subject matter hereof, and supersede and govern all prior proposals, agreements, or other communications.

25.5. Any favour We may allow You will not affect or substitute any of Our rights against You. Nothing contained in these Terms shall be construed as creating any agency, partnership or other form of joint enterprise between Yourself and Us. Our failure to require Your

performance of any provision hereof shall not affect Our full right to require such performance at any time thereafter, nor shall Our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

26. Online Assessment

The online skin assessment on this website, www.acknowledgehb.co.za , does not replace proper consultation with a Healthcare professional or Dermatologist.

27. Contact Details

In the event that you need to contact Us for purposes related to these Terms and Conditions, please use the following:

Email: liesel@acknowledgehb.co.za