

ONLINE SHOP TERMS AND CONDITIONS OF USE RELATING TO WWW.LULABOOKS.MOBI

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the LulaBooks (“Provider”) online shop located at the domain name www.lulabooks.mobi (“the Shop”) and the goods and services marketed by the Shop. By accessing and using the Shop, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not duplicate and/or otherwise copy or distribute Content obtained on the Shop for marketing or any other purposes without the consent of the Provider.

SECURITY AND ENCRYPTION

Secure socket layer encryption is used and no credit card or other personal information will be requested or accepted in the clear or in e-mail messages. Online credit card payments are processed using 3D secure in accordance with PASA security policies. Credit Card payments will reflect the vendor as AddPay on the Customer’s Credit Card statement. A secure firewall shall at all times be deployed between all the Provider’s databases and the internet in order to keep all information, credit card numbers and transaction details secure and confidential. Credit card details are not kept under any circumstances.

ELECTRONIC COMMUNICATIONS

By using this Shop and/or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies all legal requirements, including but not limited to the requirement that such communications should be in writing.

E-COMMERCE AND PRIVACY

The Shop www.lulabooks.mobi sells products and/or services online. The use of any product and/or service bought from this Shop is at the purchaser’s risk. The User indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products and or services sold on the Shop.

The Provider is not responsible for security breaches occurring on the User’s browser that may result due to the lack of adequate virus protection software, malware or spyware that the User may inadvertently have installed on his/her device, or from any reason whatsoever.

The Provider shall comply with legislation relating to Personal Information and data protection in force in the Republic of South Africa. Any private information required for executing the orders placed through the e-commerce facility, namely the User’s personal information and delivery address will be kept confidential by the Provider and not sold or made known to third parties. Only the necessary information will be made known to third parties should physical delivery be requested by the User.

The Provider will supply physical goods to a delivery company in good order. The Provider will however not be held liable for the condition of physical goods arriving at the User's chosen delivery address.

REFUND AND RETURN POLICY

The provision of goods and services is subject to functional availability. In cases of unavailability, the provider will refund the client in full within 30 days.

In terms of the Consumer Protection Act (Section 20), the User may inspect the goods and services on delivery to meet the type or quality that the User may reasonably expect in terms of the information provided by the Provider on the Shop or by other means.

Inspection means reasonable viewing of the goods and services, and not full use thereof. Should the goods consist of an online course or courses, then the User agrees that reasonable viewing consists of less than 4 minutes or 25% of the course and not more.

After this inspection, should the User believe that the goods and services do not reasonably meet these requirements, the User may refuse delivery, receive a full refund, and cancel without penalty. The Provider will then be liable for the cost of returning the goods.

The Provider's policy on returns and cancellations in terms of CPA Section 20 is that the User must cancel within 7 days, or the cancellation and/or return will attract a 10% charge for administration costs in the case of digital or online delivery.

In the case of physical goods returns, the User shall cancel within 10 days and the Provider shall retain the cost or repackaging and/or any unrecovered shipping, handling and/or administration costs from the User's refund.

In terms of Section 55 of the CPA, if the User informs the Provider in writing that the goods and services are required for a particular purpose, and the Provider advises the User that this purpose will be met, and the User can then show objectively that the goods do not meet the purpose, then the User can return the goods up to 10 days after purchase, receive a full refund, and cancel without penalty. The Provider will then be liable for the cost of returning the goods.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet

the Provider's standards. Should the Provider exercise this right, the User will receive a full refund with no deductions.

Any complaints regarding the standard and quality of the goods and services, or requests for refunds on goods and services, bought by Users through the Shop should be directed in writing to the Marketing Manager [info@lulabooks.mobi].

UPDATING OF THESE TERMS AND CONDITIONS

The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Shop. It is the User's obligation to check these Terms and Conditions at the time of checkout. The User's continued use of this e-commerce platform will be considered the User's acceptance to abide by and be bound by these Terms and Conditions, including all changes or updates.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Provider provides certain information at the Shop. Content currently or anticipated to be displayed at this Shop is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions, online courses, webinars, training material and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and are protected by South African and international copyright laws. The Provider reserves the right to make any changes to the Shop, the Content, or to products and/or services offered through the Shop at any time and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

LIMITATION OF LIABILITY

The Shop and all Content on the Shop, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Provider and/or Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor the Owners and any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access and/or use the Content or the Shop and/or any functionality thereof, or of any linked Shop, even if Provider is expressly advised thereof.

PRIVACY: CASUAL SURFING

The User may visit the Shop without providing any personal information. The Shop servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Shop, pages viewed, etc. Provider uses this information to

determine use of the Shop, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

CHOICE OF LAW

This Shop is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Shop from territories or countries where the Content or purchase of the products sold on the Shop is illegal is prohibited. The User may not use this Shop in violation of South African export laws and regulations. If the User accesses this Shop from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Western Cape High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Shop.

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