# TERMS AND CONDITIONS

Website Terms and Conditions of Use Relating to www.DOMAIN.co.za

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Online Smothered in Chocolate Store ("Provider") website located at the domain name www.DOMAIN.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website 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 any legal requirement, including but not limited to the requirement that such communications should be in writing.

Credit Card Acquiring – Payment Gateway

Credit Card Transactions are acquired by PayFast, a registered systems operator and payment gateway in South Africa. Card Holders may go tohttps://www.payfast.co.za/b/std/security to view PayFasts' security policy.

Updating of these Terms and Conditions

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 Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website 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 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 is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the

Website, the Content, or to products and/or services offered through the Website at any times 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 Website and all Content on the Website, 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 Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor 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 or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website 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 Witwatersrand 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 Website.

Affiliate Terms and Conditions

By registering as an affiliate of Smothered in Chocolate you understand, accept and agree to all our Affiliate Terms and Conditions below:

Tracking of Sales:

Smothered in Chocolate does not take any responsibility for any affiliate sales not tracked under your affiliate code which includes, but are not limited, to the following reasons:

Customers clearing their Browser Cookies

Browsing Sessions that have expired

The incorrect use of Affiliate Tracking Codes (including Link Shortening Services, etc.)

Any other technical issues that may prevent your Tracking URL from recording the correct information

Smothered in Chocolate will do everything possible to ensure sales are tracked correctly, we do not have control over technical errors out of our control and your participation in our Affiliate Program is at your own risk and you agree that you will not hold Smothered in Chocolate responsible for sales that were not tracked correctly. You also agree that you will not enter into any dispute with Smothered in Chocolate regarding Affiliate Commissions.

Spamming
SPAM (Unsolicited Marketing) is illegal in most countries and Smothered in Chocolate does not tolerate spam. Your Affiliate Account will immediately be deleted and all earnings forfeited. The necessary action will be taken against any Affiliate using Smothered in Chocolate Details to SPAM!

Commission Calculations:
Affiliate Commission is based on a percentage, and Smothered in Chocolate has the right to change commission structures at any time without prior notice.
No commission earning is final until Smothered in Chocolate has received and confirmed payment from customer for any order or sale. As a result of cancelled orders, non-completion of orders, returns by customers, Affiliate Commissions will be adjusted accordingly and Affiliates will only receive commission on final sales and accounts will be debited in the event of returns by customers. Any e-mail sent by our system is not a final reflection of your transactions or balance and subject to change. All transactions can be viewed in your Affiliate Account and you can contact us with any query you may have.
By registering as an Affiliate, you understand that Affiliate Commissions indicated in your account is subject to change due to various reason as mentioned above.

Payments:
Affiliate Payments are automatically done once a month. Currently payments are only done via EFT and you must have a valid South African Bank Account to participate in our Affiliate Program.

General Acceptance:
By registering as an Affiliate of Smothered in Chocolate you accept that our Affiliate Program is a Basic Addition to give our customers the opportunity to earn extra money by referring other customers. Smothered in Chocolate reserves the right to make changes to the Affiliate Program or even terminate it at any stage without prior notification.

# Privacy Policy

E-Commerce & Privacy

The Website (www.DOMAIN.co.za) sells [Food Ingredients & Equipment] online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider 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 known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

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

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website 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 Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Delivery Information

PLEASE NOTE DELIVERIES WILL ONLY TAKE PLACE FROM THE 14TH OF JANUARY 2013.

Shipping Method Options

There is a flat rate for shipping and orders are delivered nationwide in South Africa ONLY.

Shipping takes place either through courier or post office depending on the following:

Our first choice of delivery is courier, however the couriers we make use of only deliver to certain major centres. Delivery via courier is door to door normally in 2 - 3 working daysafter payment has reflected in our bank account.

Should you wish to check with us as to whether the courier delivers to your area, please email <email>.

If the couriers we make use of do not deliver to your area then we then send your parcel through the Post Office or Speed Services. Delivery is to your nearest post office counter, normally 5 - 10 working days after payment is reflected in the bank account. You will receive a collection slip from the post office advising your parcel has arrived and is waiting at the post office counter.

Deliveries do not take place over weekends and public holidays and could be delayed if stock is not readily available, however we will inform you of this and then give you the option to ammend your order, request a refund or wait for stock to come in. (See refund and return policy below)

Orders are only released once payment is received and reflected in the bank account.

Orders placed over a weekend or public holiday will only be processed on the next working day.

Once the order is shipped you will receive an e-mail confirming shipment including any tracking information if applicable.

All items purchased from Smothered in Chocolate Store are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Smothered in Chocolate Store to such agents upon delivery of any item to such carrier.

# Refund and Return Policy

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

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.

Only goods that have been unused, unopened and are not damaged may be returned to the provider within 30 days. The client will be refunded for the goods returned, less the courier/postage fee.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the Marketing Manager, [PO Box 9949, Edenglen, 1613], or [info@DOMAIN.co.za].