

**BOTLE BUHLE
BRANDS**

Bottle Buhle Brands (Pty) Ltd
Company reg: 1996/013551/07

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TERMS AND CONDITIONS

BOTLE BUHLE BRANDS (PROPRIETARY) LIMITED



Please read these Terms and Conditions carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to be bound by these Terms and Conditions.

These Terms and Conditions apply to all users of the Website including, without limitation, users who are Botle Buhle Brands Consultants/Managers/Distributors, browsers, vendors, customers, merchants, and/ or contributors of contents.

Your access to and use of the Website is conditioned on your acceptance of and compliance with the Privacy Policy of the Company which can be found at www.bbb.co.za. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using the Website.

DEFINITIONS

Consultant means any person who is a registered Consultant and seller of the Company's products or services.

Company (referred to in this Agreement as either "the Company", "We", "Us", "Our" or "BBB") means **Botle Buhle Brands (Proprietary) Limited**, registration number 1996/013551/07 of 208 Boundary Park, Corner of Epsom Ave & Malibongwe Dr, Northriding, Johannesburg, South Africa

Device means any device that can access the Website such as, but not limited to, a computer, a cell phone or a digital tablet.

Distributor means any person or legal entity that is a registered Distributor and seller of the Company's products or services.

Manager means any person who is a registered Manager and seller of the Company's products or services.

Terms and Conditions mean these Terms and Conditions that form the entire agreement between you and the Company regarding your use of the Website.

Third-party Social Media Service means any service or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available on the Website.

Website means to <https://bbb.co.za/>.

You means the individual accessing or using the Website, or the company, or other legal entity on behalf of which such individual is accessing the Website, as applicable.

GENERAL CONDITIONS

We will at all times strive to have all the information and content on the Website as accurate and as complete as possible, but we are not responsible if information made available on this Website is not accurate, complete or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website is at your own risk.

We reserve the right to decide on who may qualify and/or be appointed as a Consultant, Manager or Distributor.

We reserve the right to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

Prices for our products are subject to change, and will be communicated in the monthly catalogues which will be published on the Website. It is the user's responsibility to ensure they receive all communication relevant to them.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

We reserve the right to discontinue any product or service at any time.

We may, in the future, offer new products or services and/or features through the Website. Such new features and/or services shall also be subject to these Terms and Conditions.

USAGE AND COPYRIGHT

By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, or any content on the Website, without express written permission by us.

THIRD-PARTY LINKS

Certain content, information, products and services available via the Website may include materials from third-parties.

Third-party links on this Website may direct you to third-party websites that are not affiliated with the Company. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, information, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's terms and conditions, policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products, services, content, information and material should be directed to the third-party.

USER COMMENTS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials ("Content"), whether online, by email, by postal mail, or otherwise, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium the Content that you forward to us. We are and shall be under no obligation to maintain the Content in confidence; to pay compensation for the Content; or to respond to the Content.

You agree that the Content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that the Content will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead the Company or third-parties as to the origin of the Content. You are solely responsible for the Content and its accuracy. We take no responsibility and assume no liability for the Content posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the Website is governed by our Privacy Policy available on the Website.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Website or in our catalogues that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website is inaccurate at any time without prior notice.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the Website or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Website or any related website, other websites, or the Internet. We reserve the right, without derogating from any of our other rights in term of these Terms and conditions and/or in law, to terminate your use of the Website for violating any of the prohibited uses.

WARRANTIES AND LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of the Website will be uninterrupted, timely, secure or error-free at all times.

We reserve the right at any time to modify or discontinue the Website (or any part or content thereof) without notice at any time.

We do not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Website.

You expressly agree that your use of, or inability to use, the Website is at your sole risk. All products and services delivered to you through the Website are provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall the Company, our Directors, Employees, Distributors, Managers, Consultants, Affiliates, Agents, Contractors, Interns, Suppliers, Service Providers, or Licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, strict liability or otherwise, arising from your use of the Website.

INDEMNIFICATION

You agree to indemnify, defend and hold the Company, and our Directors, Employees, Distributors, Managers, Consultants, Affiliates, Agents, Contractors, Interns, Suppliers, Service Providers, and Licensors, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure the Company to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you goods or services shall be governed by and construed in accordance with the laws of the Republic of South Africa.

CHANGES TO THESE TERMS AND CONDITIONS

You can review the most current version of the Terms and Conditions at any time at this page on the Website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to the Website. It is your responsibility to check the Website periodically for changes. Your continued use of or access to the Website following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms and Conditions should be sent to us at informationofficer@bbb.co.za.