

Terms and Conditions

INFORMATION REQUIRED BY SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002

The main function of the **I AM NATURAL** website is to sell hair products and related goods to consumers and professionals online.

1. Full name of the owner of website: I AM NATURAL (PTY) Ltd
2. Web address: www.iamnatural.co.za
3. Terms and conditions are accessible on the website and are available upon request;
4. Customers may access a record of their transactions upon request.

WEBSITE TERMS AND CONDITIONS

Please note: We do not sell products for purchase by minors. We may sell children's products for purchase by adults. If you are under 18 you may use the Website only with the involvement of a parent or guardian.

By using the Website, you agree to be bound by I AM NATURAL terms and conditions at all material times.

1. INTERPRETATION

1. 1. "Agreement" shall mean the Agreement set out in this document namely the terms and conditions of the I AM NATURAL website.
1. 2. "Communication" shall mean any communication by means of electronic transmission, including by website notice, telephone, SMS, wireless computer access, email, mobile Application, USSD or similar technology or device;
1. 3. "Customer" shall mean any person/entity who purchases products or services through the I AM NATURAL website, including *inter alia* retailers, consumers and Professionals.
1. 4. "Intellectual Property Rights" shall mean copyright, trademark, patent or any other intellectual property right recognised by South African law.
1. 5. "I AM NATURAL" shall mean I AM NATURAL (PTY) LTD (registration number 2015/183438/07), a company duly registered and incorporated according to the company laws of the Republic of South Africa with its principal place of business stipulated in the manual.
1. 6. "Product" shall mean goods sold on the website from time to time.
1. 7. "Professionals" shall mean Customers who on-sell the Product and are qualified hairdressers

1. 8. "User" shall mean any person who enters the website.

1. 9. "Website" shall mean: www.iamnatural.co.za.

2. ELECTRONIC COMMUNICATIONS

2. 1. When a User visits the website or sends communications to I AM NATURAL, he or she consents to receiving communications from I AM NATURAL.

2. 2. Customers agree that any agreements or correspondence sent by I AM NATURAL satisfies the legal requirements, *inter alia* the requirement that certain communications should be reduced to writing and/or signed.

3. DURATION AND COMMENCEMENT OF THIS AGREEMENT

The terms and conditions of this Agreement are applicable to Users from the moment that they access the website,

4. PRIVACY POLICY

4. 1. I AM NATURAL is committed to protecting any personal information that you may provide to it.

4. 2. While using this website, information about the Customer may be either collected by I AM NATURAL or its representatives. Such information will become the property of I AM NATURAL.

4. 3. I AM NATURAL or its representatives may use this personal information to provide Customers with information regarding I AM NATURAL's products, services, offerings, promotions or events from time to time as well as for the purposes of improving I AM NATURAL.

4. 4. The Customer may request that I AM NATURAL or its representatives cease sending them information or request that the Customer's personal information be removed from the database or mailing list at any time by e-mailing the following address: info@iamnatural.co.za

4. 5. I AM NATURAL and its representatives are not responsible for and give no warranties or representations in respect of the privacy policies or practices of any *inter alia*: third party and/or linked websites and/or linked application.

4. 6. The Customer may request access to any personal information concerning himself or herself, which I AM NATURAL holds. However I AM NATURAL will not provide third parties with any personal information unless required to do so by law.

4. 7. The Customers' identities are kept anonymous and are prohibited to be posted onto the Website, unless they expressly consent.

5. USE OF INFORMATION

5. 1. This Website is operated and controlled by I AM NATURAL and / or its nominees. The information from this Website is protected by copyright and other proprietary rights laws. No information from this site may be copied, reproduced, republished, uploaded, posted,

transmitted or distributed in any way without the written consent of an authorised representative of I AM NATURAL or the manufacturer and/or wholesaler and/or agent and/or supplier of such product or service, as the case may be. I AM NATURAL and / or its affiliates retain all intellectual property rights in the Products, as the case may be.

5. 2. Any unauthorised copying, or attempt at copying, assignment or transfer of this Agreement, may result in the immediate termination of this Agreement by I AM NATURAL and I AM NATURAL reserves the right to seek civil damages or press criminal charges, as it sees fit, without limiting any of its rights.
5. 3. The Customer is not granted a license or any other right including without limitation under any Intellectual Property Rights in or to the content of this website.
5. 4. I AM NATURAL expressly reserves the right, in its sole and absolute discretion, to remove, alter, modify, supplement and / or restrict access to the Website or any of its content for whatever reason.
5. 5. Any person or entity whose products or services are removed from the Website shall have no recourse against I AM NATURAL and/or its affiliates.
5. 6. Should any party be of the belief that content on the I AM NATURAL website is in violation of any Intellectual Property Rights ("violation"), such violation must be reported to I AM NATURAL in order that I AM NATURAL is able to assess the situation, contact all relevant parties and take the measures it deems to be appropriate in the circumstances. In order to assess the situation, I AM NATURAL requires that the following be sent to it:
 1. Identification of the alleged violation,
 2. Contact details of the reporter of the violation in the form of telephone number, email address and full name,
 3. Proof of Intellectual Property Rights,
 4. Should the reporter not be the owner of the Intellectual Property Right, we require authorization of the reporter's right to report the violation to us.
5. 7. Should the information requested in terms of clause 5.6 above not be provided, I AM NATURAL is under no obligation to take any action.
5. 8. I AM NATURAL will allow representations to be made in defence of allegations made regarding violations, and reserves the right to make decisions based on the information it receives from the relevant parties.
5. 9. Any parties who repeatedly violate I AM NATURAL's policies (as may be amended from time to time) and the Intellectual Property Rights. may be suspended from using the I AM Natural website permanently.

6. SECURITY

6. 1. I AM NATURAL shall not be liable for any security breaches occurring on the website whatsoever, including by virtue of the negligence of I AM NATURAL.

6. 2. I AM NATURAL shall not be liable for any security breaches resulting in a lack of virus protection or spyware that any User / Customers may have inadvertently installed on their device, or which may automatically install on the User's device.
6. 3. It is the duty of all Users to ensure that their hardware and software is secure from threats which are found on the internet and that they back up their data regularly. I AM NATURAL shall not be liable for any failure to attend to the aforementioned.
6. 4. Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be prosecuted and I AM NATURAL reserves its rights to both institute criminal proceedings against such persona and its employer and/or claim damages for any losses or damages it incurs from such person and/or its employer.
6. 5. I AM NATURAL shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of Website content by the User or any third party who obtained any content from the User.

7. DISCLAIMER

7. 1. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, the use of any information contained on this site is at the User's own risk, and I AM NATURAL and its affiliates accepts no liability for the use of and / or reliance upon and / or inability to use any information of this site, nor shall they be liable in any manner for any losses or damages of any nature resulting from the direct or indirect use of and/or reliance upon the information contained on the website or websites linked to the website.
7. 2. All products or services purchased through the I AM NATURAL website are purchased by Customers entirely at their own risk, and the risk of loss, harm or damage shall not be borne by I AM NATURAL, or its representatives to such Customer whatsoever.
7. 3. It is the User's responsibility to ensure that their software or hardware, as the case may be, is compatible with the website.
7. 4. Should Customers purchase products and/or services on the Website, and are unable to use such, I AM NATURAL will not be held liable and has no duty to refund the Customers. Returns are subject to I AM NATURAL's returns policy.
7. 5. Communications expressed on this site should not be regarded as the opinion or view of I AM NATURAL and I AM NATURAL will accept no liability resulting there from.
7. 6. I AM NATURAL, will accept no responsibility for losses or damages resulting from the reliance on information on the website, and Users should always seek professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
7. 7. The Website is supplied in the form preferred by I AM NATURAL and is not catered per the requirements of an individual.
7. 8. Regarding any hyperlinks provided on the Website, I AM NATURAL does not necessarily agree with the content thereof and accepts no liability incurred from the use of such hyperlinks.

7. 9. Users and/or Customers agree to indemnify and hold harmless I AM NATURAL, its officers, directors, employees, partners, suppliers and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that the User or Customer has used the Website in violation of another party's rights, in violation of any law, in violation of any provisions of the terms, or any other claim related to the User's use of the Website.
7. 10. Website Cookies: when entering the website, information such as user preference and activity may be stored and used by I AM NATURAL to improve the website's functionality. Cookies may be disabled by Users.

8. PRICING

8. 1. Although I AM NATURAL will try its best to ensure that prices are displayed correctly, some items may be inadvertently mispriced.
8. 2. Should a Product be mispriced, I AM NATURAL reserves its right to amend incorrect pricing without notice and shall not be liable for any losses/damages incurred by any other party who may have relied on the information displayed on the Website.
8. 3. Should a Product be ordered, and it has been mispriced, I AM NATURAL may contact the Customer prior to dispatch and advise of the correct price. The Customer then has the option to:
 1. Cancel the purchase order,
 2. Purchase at the amended, correct, price.
8. 4. If a Product's correct price is lower than I AM NATURAL's stated price, I AM NATURAL will charge the lower amount.
8. 5. Prices may vary without notice.
8. 6. Any prices displayed on the Website or placed in the shopping basket may be subject to change, update or variation by I AM NATURAL without notice.
8. 7. Prices quoted:
 1. Do not include delivery charges which will be levied,
 2. Do not include any taxes or duties which may be imposed on purchase of the product

9. ORDERING PROCESS

9. 1. The User is guided through the ordering process, which commences when a User selects a Product and quantity thereof. The item is then placed into an online shopping basket.
9. 2. The User then agreed with I AM NATURAL's terms of sale, in addition to these terms and conditions.

9. 3. The User must stipulate the address of delivery and make payment.
9. 4. I AM NATURAL relies solely on the User's input and does not verify the correctness of the User's information provided.
9. 5. Once the order is complete, a confirmation is sent and I AM NATURAL will deliver the Products in terms of these terms and conditions.

10. USE OF PRODUCTS PURCHASED ON THE WEBSITE

I AM NATURAL is merely a gateway through which the Products can be purchased online.

10. 1. All persons using Products purchased on the Website do so at their own risk.
10. 2. Products purchased may require professional application. The person using or applying such Product is fully responsible for acquainting themselves, and those whom they are applying the Product on, with the instructions, ingredients, risks and warnings thereon.
10. 3. I AM NATURAL cannot be held liable for misuse, allergic reactions, negligence, ingestion or any other form of harm caused by the use or application of Products purchased on the Website.
10. 4. I AM NATURAL does not test Products and does not warrant that Products purchased through the Website are suitable for the User's needs and makes no representation as to the quality of the Products advertised.

11. EXCHANGES, RETURNS AND REFUNDS

11. 1. I AM NATURAL shall not be liable, and the Customer/User hereby waives any claim, for the remission and / or refund of any payment due to the site not being operational for any period of time.
11. 2. Unwanted and non-defective Products may only be returned:
 1. in the original undamaged packaging, unopened, together with proof of payment;
 2. within 30 (thirty) days of purchase cost of return is for the Customer's account;
 3. cost of return is for the Customer's account
 4. an admin/handling fee of 15% is payable by the Customer;
 5. should the packaging be damaged, a further deduction of 20% shall be made by I AM NATURAL;
 6. Once the Product has been returned and approved by I AM NATURAL, a credit voucher will be passed on to the Customer that is valid for 6 (six) months.
11. 3. Returning incorrect products or products which were delivered by mistake:

1. I AM NATURAL must be notified within 2 (two) days and will arrange collection and delivery of the correct Product;

2. The Product must be left with its original packaging intact.

11. 4. Returning defective and/or damaged Products:

1. I AM NATURAL must be notified within 2 (two) days and will arrange collection and delivery of a replacement Product;

2. Defects and/or damages refer to Products which were delivered in a defective and/or damages state. This does not apply to Products which have been used or used incorrectly, subject to wear and tear, damaged due to electrical surges or corrosion, failure to care for the Products, unauthorised alteration of the Products.

3. Should the replacement product be unavailable for any reason, I AM NATURAL will provide the Customer with a credit voucher, valid for 6 (six) months.

4. Should it be found that the Product is not actually defective and/or damaged:

1. A handling fee of 15% will be charged,

2. No credit will be passed.

5. I AM NATURAL will honour the manufacturer and/or wholesaler and/or agent and/or supplier warrantee, should same be applicable, and return or replace the Product in terms thereof.

12. DELIVERY POLICY

I AM NATURAL endeavours to adhere to delivery in 3 (three) working days from order, however it must be noted:

12. 1. I AM NATURAL cannot be held liable for losses/damages caused by late deliveries;

12. 2. I AM NATURAL can unfortunately never *guarantee* that deliveries will be on time;

12. 3. I AM NATURAL will endeavour to notify the Customer if it expects late delivery should it become aware that delivery will be late.

12. 4. Delivery times may vary depending on location

13. DOMICILIUM

I AM NATURAL chooses its *domicilium citandi et executandi* for all notices, correspondence or court process at:

Email address: info@iamnatural.co.za

The Customer chooses its *domicilium citandi et executandi* as the email address it registers with.

14. JURISDICTION AND GOVERNING LAW

14. 1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, notwithstanding the location that the User or Customer accesses or uses the website from.
14. 2. I AM NATURAL shall nevertheless have the right to institute proceedings in any other competent court which may otherwise have jurisdiction should it choose.
14. 3. For the purposes of any legal proceedings herein, the User consents to the jurisdiction of the Magistrates Court otherwise having jurisdiction, under section 28 of the Magistrates Court Act 32 of 1944 as amended, notwithstanding that such proceedings are otherwise beyond the jurisdiction. This clause shall be deemed to constitute the required consent conferring jurisdiction on the said court pursuant to section 45 of the Magistrates Court Act 32 of 1944. Should I AM NATURAL choose, it may institute action in any other competent court including the High Court of South Africa.

15. WHOLE AGREEMENT

This Agreement (together with the policies of I AM NATURAL and terms of sale) constitutes the entire Agreement between I AM NATURAL and the User / Customer with regard to the use of the content and this website.

16. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable or contrary to any law for any reason, that provision is fully severable from the remaining provisions of this Agreement. Such invalid or unenforceable parts shall be considered *pro non scripto*.

17. GENERAL

17. 1. I AM NATURAL reserves the right to amend its website and/or this Agreement or any part(s) thereof. This includes addition and removal of any of the terms and conditions of this Agreement and the features of the website.
17. 2. I AM NATURAL may modify its terms and conditions at any time. Modifications will be provided by publishing the changes on the website. Nevertheless it is the User's duty to acquaint itself with the contents of the website's terms and conditions and be aware that same may change from time to time at the discretion of I AM NATURAL.
17. 3. **If you do not understand any of the terms and conditions of I AM NATURAL, you are encouraged to contact us and we will gladly be of assistance.**