

## 1. Terms and Conditions of Use

- 1.1. Our website can be accessed at [www.boscoandsavio.co.za](http://www.boscoandsavio.co.za), related mobile sites and software applications (the "**Website**") and is owned and operated by Odette Gomes trading as Bosco & Savio ("**Bosco & Savio**", "**we**", "**us**" and "**our**").
- 1.2. These Website Terms and Conditions of Use ("**Terms and Conditions**") govern the rental, purchase, delivery and return of Goods, and the use of the Website.
- 1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("**you**", "**your**" or "**user**"), including without limitation each user who registers as contemplated below ("**registered user**"). By using the Website and by clicking on the "**Register Now**"/"**Sign up**" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.4. The Website enables you to shop online for an extensive range of goods which may include clothing, apparel, accessories, footwear, swimwear, underwear, sporting gear and any other goods which we may list on the Website from time to time ("**Goods**").

## 2. Important Consumer Notice

- 2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 ("**CPA**").
- 2.2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –**
  - 2.2.1. **may limit the risk or liability of Bosco & Savio; and/or**
  - 2.2.2. **may create risk or liability for the user; and/or**
  - 2.2.3. **may compel the user to indemnify Bosco & Savio; and/or**
  - 2.2.4. **serves as an acknowledgement, by the user, of a fact.**
- 2.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to request Bosco & Savio to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 2.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Bosco & Savio in terms of the CPA.
- 2.6. Bosco & Savio permits the use of this Website subject to the Terms and Conditions. **By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally.** You must not use this Website if you do not agree to the Terms and Conditions.

## MAKING A PURCHASE

### 3. Registration and use of the Website

- 3.1. Only registered users may order Goods on the Website.
- 3.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Bosco & Savio. You will need to use your unique username and password to access the Website in order to purchase Goods.
- 3.3. You agree and warrant that your username and password shall –

- 3.3.1. be used for personal use only; and
- 3.3.2. not be disclosed by you to any third party.
- 3.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- 3.5. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**
- 3.6. You agree to notify Bosco & Savio immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 3.7. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. You may not give permission to someone else to make purchases with your user account details. However, if someone uses your user account details (irrespective of whether or not that person is doing so with your permission) you will be solely responsible for all orders placed on the Website. The sole exception to your liability in this instance is where you can prove that the person using your user account details got them from us as a result of our gross negligence.**
- 3.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 3.9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Bosco & Savio representative.
4. **Conclusion of Sales and availability of stock**
  - 4.1. Registered users may place orders for Goods, which Bosco & Savio may accept or reject. Whether or not Bosco & Savio accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Bosco & Savio for the Goods.
  - 4.2. Bosco & Savio will indicate the acceptance of your order by sending an email communication confirming the goods purchased and stating that your payment has been received and only at that point will an agreement of sale between you and Bosco & Savio come into effect (the "**Sale**").
  - 4.3. Bosco & Savio will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
  - 4.4. Orders may not be cancelled after receipt of payment of the Goods by Bosco & Savio. After dispatch of your Goods, you may cancel the Sale only in accordance with the clauses set out under "Returns and Exchanges."
  - 4.5. Placing Goods in a shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available. You cannot hold Bosco & Savio liable if

such Goods are not available when you complete or attempt to complete the purchase cycle at a later stage.

- 4.6. You acknowledge that stock of all Goods on offer is limited. In the case of Goods for sale by Bosco & Savio, Bosco & Savio will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after placing an order, Bosco & Savio will notify you and you will be entitled to a refund of the amount paid by you for such Goods.**

## **5. Payment**

- 5.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 5.2. Payment can be made for Goods via –
- 5.2.1. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
- 5.2.2. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 2 (two) days of placing your order. Bosco & Savio will not accept your order if payment has not been received;
- 5.2.3. Instant EFT via Payfast; and
- 5.2.4. Bosco & Savio wallet funds.
- 5.3. You may contact us via email at [love@boscoandsavio.co.za](mailto:love@boscoandsavio.co.za) to obtain a full record of your payment. We may also send you email and SMS communications about your order and payment.
- 5.4. Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## **6. Delivery of goods**

- 6.1. Bosco & Savio offers one method of delivery of Goods to you, which is via courier, however we may in our discretion allow you to collect Goods from an agreed premises by prior arrangement.
- 6.2. Where an order is accepted, Bosco & Savio will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("**Delivery Period**"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price and delivery costs incurred.

## 7. Errors

**We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out under the Returns and Exchanges clauses.**

## 8. Vouchers, Coupons and Referral Bonuses

- 8.1. Bosco & Savio may from time to time in our sole discretion elect to make electronic gift vouchers ("**Vouchers**"), electronic promotional coupons ("**Coupons**") available for use on the Website towards the purchase of Goods and referral bonus discounts for new customers referred to the Website ("**Referral Bonuses**")
- 8.2. The special terms and conditions which will regulate Vouchers will be displayed on the Website. Vouchers are valid for 3 (three) years after sale. If your Voucher has not been used within that period, it will expire. Vouchers cannot be used to buy other Vouchers or Coupons and are not transferable. Vouchers are only eligible for redemption via the original email address that they were sent to. Vouchers do not accrue interest and are not refundable for cash once purchased. If your Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.
- 8.3. Coupons are issued electronically at Bosco & Savio's sole discretion. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
- 8.4. Bosco & Savio may from time to time in our sole discretion award Referral Bonuses to users of the Website where that user has referred a new customer to the Website and that new customer has made their first purchase on the Website. Referral Bonuses will be awarded by Bosco & Savio at our sole discretion and will be issued subject to special terms and conditions displayed on the Website regulating when and how they may be used. Referral Bonuses can only be redeemed while they are valid and their expiry dates cannot be extended.

## PROTECTION OF PERSONAL INFORMATION

### 9. Protection of Personal Information Act, 2013

- 9.1. You acknowledge that by accessing and using the Website, you will be providing Bosco & Savio with personal information, which may be protected by data protection legislation, including without limitation, the Protection of Personal Information Act, 2013 ("**POPI**").
- 9.2. You authorise us to process all such personal information and to transmit any such personal information to any member of the Bosco & Savio group of companies, including without limitation, any subsidiary, sub-subsidiary, holding company or fellow subsidiary of any holding company of such member ("**Affiliate**") (which Affiliate may also process such personal information) for the purposes of performing our obligations to you under these Terms and Conditions and in the furtherance of our legitimate interests.
- 9.3. Bosco & Savio respects your privacy and is committed to taking reasonable measures to protect it, as more fully detailed below.
- 9.4. Should you decide to use or continue to use the Website, we will require you to voluntarily provide us with personal information, including without limitation –
  - 9.4.1. your full names;
  - 9.4.2. your email address;
  - 9.4.3. your physical address; and

- 9.4.4. your mobile phone number.
- 9.5. You will be required to complete the verification process where we must verify your email address and/or mobile phone number provided by you through our sms notification system or other appropriate means.
- 9.6. All information including personal information which you provide on the Website must be true, accurate and complete.
- 9.7. You must not impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your identity or affiliation with anyone or anything.
- 9.8. Subject to clause 9.9 below, we will not, without your express consent –
  - 9.8.1. use your personal information for any purpose other than:
    - 9.8.1.1. to verify and process your transactions;
    - 9.8.1.2. in relation to your use of the Website;
    - 9.8.1.3. to contact you regarding current or new promotional products or rewards programmes or any other goods offered by us or any of our divisions and/or Affiliates from time to time (unless you have opted out of receiving marketing material from Bosco & Savio in terms of clause 9.8.2 below);
    - 9.8.1.4. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out of receiving marketing material from Bosco & Savio in terms of clause 9.8.2 below);
    - 9.8.1.5. to monitor and analyse the conduct on your Bosco & Savio user account to identify any fraud or risk and compliance issues and to monitor whether you are complying with our Terms and Conditions;
    - 9.8.1.6. to improve our product selection and your experience of our Website by, for example, monitoring your browsing habits; and
    - 9.8.1.7. to develop new Bosco & Savio products and services and identify potential new markets and market trends.
  - 9.8.2. Should you, at any time wish to opt-out of receiving marketing material from Bosco & Savio or any of our divisions and/or Affiliates, you will be required to notify us via the Website and your details will be removed from our marketing database.
  - 9.8.3. We will not disclose your personal information to any third party other than as set out below –
    - 9.8.3.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, in relation to your Bosco & Savio user account, and thus who need to know your personal information in order to assist us to communicate with you properly and efficiently;
    - 9.8.3.2. to payment gateways in order for them to process credit card payments and assist with payment transaction processing.
    - 9.8.3.3. to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from Bosco & Savio in terms of clause 9.8.2 above);
    - 9.8.3.4. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the

investigation into suspected illegal activity, or to investigate violations of our agreement with you; and

- 9.8.3.5. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc.)
- 9.9. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent activity, Bosco & Savio is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 9.10. We will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
- 9.11. Some of the persons to whom we may disclose your personal information to in terms of these Terms and Conditions may be located in a country outside of South Africa and may be subject to less stringent data privacy laws than South Africa.
- 9.12. We will –
- 9.12.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in these Terms and Conditions;
- 9.12.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 9.12.3. provide you with access to your personal information to view and/or update personal details;
- 9.12.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- 9.12.5. provide you with reasonable evidence of our compliance with our obligations under these terms and conditions on reasonable notice and request; and
- 9.12.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
- 9.13. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 9.14. Bosco & Savio undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms and Conditions.
- 9.15. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 9.16. **If you disclose your personal information to a third party, such as an entity which provides or operates third party content, a website linked to the Website or anyone other than Bosco & Savio, Bosco & Savio shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party.** This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

- 9.17. In particular, when you click on the payment gateway or other third party link or in the "popup" of the payment gateway or other third party, you leave the services controlled by Bosco & Savio. Any personal information which you may submit to the payment gateway or another third party will not be collected or controlled by us, but instead will be collected and controlled by the payment gateway or the other third party and therefore will be subject to the privacy laws and privacy terms imposed by the payment gateway or such other third party. You acknowledge that it is your sole responsibility to read the privacy policies of the payment gateway and/or any third party before submitting any personal information or other data to the payment gateway and/or such third party.
- 9.18. **You indemnify us to the maximum extent permitted by law against any losses, including without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute or delict or otherwise and regardless of whether Bosco & Savio was advised of the possibility of such loss or damage arising out of any personal information or other data which is directly or indirectly lost or unlawfully collected, processed or used by Bosco & Savio, and/or any third party.**
- 9.19. **You consent to the processing of your personal information by Bosco & Savio in accordance with the above.**
- 9.20. For purposes of these Terms and Conditions-
- 9.20.1. **"personal information"** means the personal information which you provide via the Website which falls within the definition of "personal information" in POPI. This information may include, without limitation:
- 9.20.1.1. your information relating to your transactions;
- 9.20.1.2. a record of your correspondence when you contact us; and
- 9.20.1.3. your internet protocol (IP) address.

## **RETURNS AND EXCHANGES**

### **11. General**

- 11.1. In general, you can return a product to us at no charge, provided –
- 11.1.1. it is undamaged and unused, with the original labels and stickers still attached;
- 11.1.2. it is in its original condition and not soiled or altered in anyway;
- 11.1.3. it is in a re-saleable condition;
- 11.1.4. it is in the original packaging, which must be undamaged and in its original condition with all seals still intact (if applicable);
- 11.1.5. it is not missing any accessories or parts;
- 11.1.6. you log a return on the Website within 30 days (or 7 days for sale products) of delivery to you or collection by you of the product.;
- 11.2. We will collect the product from you at no charge. However, you will be liable for all courier charges if we refuse a return in terms of clause 11.6 below. Our courier is entitled to refuse collection of a product that is not properly packaged for transport.
- 11.3. Once we have inspected the product and validated your return, we will credit your Bosco & Savio store wallet with the purchase price of the product within 8 (eight) days of the return (or refund you if that is your preference).
- 11.4. Should you elect not to receive a refund but rather to have your Bosco & Savio store wallet credited with the purchase price of the product, Bosco & Savio will give you a once off 5 (percent) discount off the value of your next purchase.

- 11.5. Please bear in mind that refunds can take 5 - 10 working days from the date on which we validate your return to reflect in your account.
- 11.6. **We are entitled to refuse a return if the product is returned damaged, altered or soiled in any way, not in its original condition, not in a re-saleable condition or missing any accessories. Bosco & Savio will determine in our sole discretion whether a product has been damaged, altered or soiled in any way, or is not in its original condition, not in a re-saleable condition or missing any accessories.**

## 12. Exchanges

- 12.1. Bosco & Savio garments are manufactured according to the predetermined sizing chart displayed on the Website ("**B&S Size Chart**"). You are obliged to take your measurements correctly and accurately and to use those measurements to determine what size you are according to the B&S Size Chart. **We shall not be held liable for incorrect measurements, or for your failure to order the correct size to accommodate your measurements.** You must only place orders strictly in accordance with the B&S Size Chart. **Bosco & Savio will not be liable if you order the incorrect size according to the B&S Size Chart and we will not allow you to exchange sizes** unless a different size is available and is available at the same price as the product originally purchased. If such different size is not available, you may return the product in terms of clause 11 above.

## 13. Products not eligible for returns

- 13.1. The following products are not eligible for a refund, exchange or credit –
- 13.1.1. products marked "Final Sale";
- 13.1.2. swimwear;
- 13.1.3. underwear; and
- 13.1.4. products which have been personalised for you or made to your specifications.

## RENTALS

### 14. Rental of goods

- 14.1. Bosco & Savio may in our sole discretion from time to time, make certain Goods available for rental on our Website. Should you wish to rent one or more of our Goods, you must pay by means of cash or EFT into our designated bank account (provided such funds have cleared into our designated bank account):
- 14.1.1. a deposit equal to the amount set out on the Website ("**deposit**"); and
- 14.1.2. the full rental amount as set out on our Website ("**rental**"),
- before any Goods are collected by or delivered to you.
- 14.2. Fittings of rental garments may be arranged by prior agreement but are subject always to availability of Bosco & Savio representatives.
- 14.3. Goods may be hired for a period of 7 (seven) calendar days. In the event that you return the Goods late, you will forfeit your deposit.
- 14.4. Subject to clause 14.5 below, and provided that you return the Goods on time, your deposit will be repaid to you into your designated bank account
- 14.5. **Despite any other provisions contained herein, you will forfeit your deposit if the Goods returned are damaged, altered or soiled in any way, not in their original condition, not in a re-saleable condition or missing any accessories. Bosco & Savio will determine in our sole discretion whether the Goods have been damaged, altered or soiled in any way, or are not in its original condition, not in a re-saleable condition or missing any accessories.**



## GENERAL LEGAL TERMS

### 15. Changes to these terms and conditions

- 15.1. Bosco & Savio reserves the right to change the terms, conditions, and notices under which the Bosco & Savio Website is offered. **It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.**
- 15.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. **If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.**

### 16. Electronic communications

- 16.1. **When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with clause 9 above.**

### 17. Ownership and copyright

- 17.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Bosco & Savio, its advertisers and/or sponsors and/or is licensed to Bosco & Savio.
- 17.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 17.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact **love@boscoandsavio.co.za**.
- 17.4. Where any of the Website Content has been licensed to Bosco & Savio or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

### 18. Disclaimer

- 18.1. **The use of the Website is entirely at your own risk and unless we have been grossly negligent, you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
- 18.2. Whilst Bosco & Savio takes reasonable measures to ensure that the content of the Website is accurate and complete, Bosco & Savio makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
- 18.3. **Bosco & Savio disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**
- 18.4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied,

including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

18.5. Any views or statements made or expressed on the Website are not necessarily the views of Bosco & Savio, its directors, employees and/or agents.

18.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Bosco & Savio also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. **You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Bosco & Savio, its employees, agents or authorised representatives. Bosco & Savio thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.**

#### 19. Third party content

19.1. The Bosco & Savio website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of Bosco & Savio and Bosco & Savio is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bosco & Savio is not responsible for webcasting or any other form of transmission received from any Linked Site. Bosco & Savio is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bosco & Savio of the site or any association with its operators.

#### 20. Limitation of liability

20.1. **Bosco & Savio cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Bosco & Savio, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to [love@boscoandsavio.co.za](mailto:love@boscoandsavio.co.za).**

20.2. **Bosco & Savio shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website or the content contained in the Website; or your inability to use the Website, and/or unlawful activity on the Website and/or any linked third party website.**

20.3. **You hereby indemnify Bosco & Savio against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this Website and/or any linked third party website.**

#### 21. Availability and termination

21.1. We will use reasonable endeavours to maintain, but cannot guarantee, the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

21.2. Bosco & Savio may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. **You agree that Bosco & Savio will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.**

**21.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**

## **22. Governing law and jurisdiction**

22.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

22.2. In the event of any dispute arising between you and Bosco & Savio, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

22.3. Nothing in this clause 21 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## **23. Notices and domicilia**

23.1. Bosco & Savio hereby selects 7 Bree Street, Cape Town, 7000 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**nominated address**"). Bosco & Savio may change this address from time to time by updating these Terms and Conditions.

23.2. You hereby select the address specified when you placed your order as your nominated address, but you may change it to any other physical address by giving Bosco & Savio not less than 7 (seven) days' notice in writing.

23.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –

23.3.1. by hand will be deemed to have been received on the date of delivery;

23.3.2. by prepaid registered post, will be deemed to have been received 10 (ten) days after the date of posting;

23.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

23.3.4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All email communications between you and us must make use of the "read receipt" function to serve as proof that an email has been received.

## **24. Bosco & Savio information**

24.1. For the purposes of the Electronic Communications and Transactions Act ("**ECTA**"), Bosco & Savio's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website –

24.1.1. Full name: Odette Gomes trading as Bosco & Savio;

24.1.2. Main business: Online retailer;

24.1.3. Physical address for receipt of legal service as per 22.1 marked for attention: Odette Gomes;

24.1.4. Phone number: 0608741644; and

24.1.5. Official email address: love@odettegomes.co.za

## 25. **General**

- 25.1. Bosco & Savio may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.
- 25.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 25.3. Any failure on the part of you or Bosco & Savio to enforce any right in terms hereof shall not constitute a waiver of that right.
- 25.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 25.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 25.6. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 25.7. These Terms and Conditions contain the whole agreement between you and Bosco & Savio and no other warranty or undertaking is valid, unless contained in this document between the parties.