

1. Introduction

1. This website can be accessed at www.iphuza.com, the related mobile Application (the "App") and website (the "Website") and is owned and operated by iPhuza ("we", "us" and "our").
2. These Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of goods, and the use of the Website and App.
3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website and App ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and App by clicking on the "Register Now" button on the Website, as may be Applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
4. The App enables you to shop online for an extensive range of goods ("Goods").

2. Important Notice

1. These Terms and Conditions Apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
2. These Terms and Conditions contain provisions that Appear in similar text and style to this clause and which -
 - (a) may limit the risk or liability of iPhuza or a third party; and/or
 - (b) may create risk or liability for the user; and/or
 - (c) may compel the user to indemnify iPhuza or a third party; and/or
 - (d) serves as an acknowledgement, by the user, of a fact.
3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask iPhuza to explain it to you before you accept the Terms and Conditions or continue using the Website and App.
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 iPhuza in terms of the CPA.
6. iPhuza permits the use of this website and App subject to the Terms and Conditions. By using this Website and/or App in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website and/or App if you do not agree to the Terms and Conditions.

3. Registration and use of the website

1. Only registered users may order Goods on the App.
2. To register as a user on the App, you must provide a unique username and password and provide certain information and personal details to iPhuza. You will need to use your unique username and password to access the App in order to purchase Goods.
3. You agree and warrant that your username and password shall:
 - a) be used for personal use only; and
 - b) not be disclosed by you to any third party.
4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
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.
6. You agree to notify iPhuza 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.
7. **By using the website and App you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.**
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 and App. 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 and App or the information contained herein, without the prior written consent from an authorised iPhuza representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
10. You may not in any way display, publish, copy, print, post or otherwise use the Website and App and/or the information contained therein without the express prior written consent of an authorised iPhuza representative.

4. Conclusion of sales and availability of stock

1. Registered users may place orders for Goods, which iPhuza may accept or reject. Whether or not iPhuza 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 iPhuza for the Goods.
2. NOTE: iPhuza will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and iPhuza come into effect (the "Sale"). This is regardless of any communication from iPhuza stating that your order or payment has been confirmed. iPhuza will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
3. Prior to delivery of the Goods, you may cancel an order at any time provided you do so before receiving delivery notice.
4. Placing Goods in a wish list or 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 or the price thereof might change without notice to you. You cannot hold iPhuza liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
5. You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by iPhuza, iPhuza 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, iPhuza will notify you and you will be entitled to a refund of the amount paid by you for such Goods.

6. Goods may not be purchased for re-sale. Should we suspect that any Goods are being purchased for sale, we are entitled to cancel your order immediately without notice to you.
5. **Payment**
 1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
 2. Payment can be made for Goods via -
 - a) debit card;
 - b) 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 are entitled 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 App;
 3. You may contact us via email at info@iphuza.com to obtain a full record of your payment. We will also send you email communications about your order and payment.
 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 App purchase price for the Goods.
6. **Delivery of goods**
 1. iPhuza will deliver your goods within stipulated time frames. You will also be able to track your delivery in real-time.
 2. Where it accepts your order, iPhuza will deliver the Goods to you as soon as reasonably possible, but no later than 2 (two) hours 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 3(three) hours 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.
 3. iPhuza's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order.
 4. If we cannot complete the order as a result of you being unavailable at the stipulated delivery address, you will be liable for paying a second delivery charge to get the goods back to you after the driver has left.
7. **Errors**
 1. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the App. However, should there be any errors of whatsoever nature on the App (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 in the Returns Policy.
 2. iPhuza shall not be bound by any incorrect information regarding our products displayed on any third party websites.
8. **Special Deals and other discounted Goods**
 1. Specials ("Deals") will be available. However, Deals have a stock limit and may expire earlier if stock runs out.
 2. Deal quantities are limited and as such, after a Deal is sold out, those particular goods may be available on the Website at their normal selling prices (but no longer as a Deal).
 3. We do not guarantee a specific saving. The extent of the Deal or discount is at the sole discretion of iPhuza.
 4. Adding a Deal to your cart, or completing your order for a Deal without paying for it, does not reserve the item for you. iPhuza must receive payment from you, or we will not process your order.
 5. iPhuza will reserve stock for customers in the order in which it receives payment.
9. **Liquor**
 1. It is an offence in terms of South African liquor legislation:
 - i. for any person under the age of 18 years to purchase, or attempt to purchase, liquor and/or to present false evidence of his/her age in order to access liquor; and/or
 - ii. to purchase liquor for or on behalf of any person under the age of 18 years.
 2. iPhuza is committed to comply with all Applicable liquor legislation and therefore will only:
 - i. deliver liquor to you if you are of or above the age of 18 years; and
 - ii. deliver liquor to the address chosen by you if the liquor is received at such address by a person of or above the age of 18 years.
 3. iPhuza has implemented a number of precautions to ensure that it does not supply and/or deliver liquor to persons under the age of 18 years. These precautions include without limitation:
 - i. indicating on the Website and App that such liquor product is not for sale to persons under the age of 18 years;
 - ii. verifying your age by requesting you to enter your date of birth when purchasing, or attempting to purchase, liquor through the App;
 - iii. verifying the age of the person receiving delivery of the liquor by requesting to see his/her identity document, passport or driver's licence, if such person Appears to be under the age of 18 years.
 4. iPhuza may in its sole discretion refuse to deliver liquor to any person if:
 - (1) he/she refuses to provide his/her date of birth or identification requested for purposes of verifying his/her age;
 - (2) it Appears that he/she provided false information or evidence of his/her age in order to access liquor; or
 - (3) he/she appears to be intoxicated.
 5. iPhuza is not licenced to sell liquor for resale and you may accordingly not purchase liquor from iPhuza for the purpose of reselling it. iPhuza reserves the right to cancel, or not to process, any order for liquor which it suspects will be resold, in addition to any other remedy it may have under these Terms and Conditions or at law.
 6. iPhuza will not deliver liquor exceeding a total weight of 200 kilograms to any one person in a single day.

7. By purchasing, or attempting to purchase, liquor through the iPhuza service, you hereby acknowledge and agree to these Terms and Conditions, and agree to provide iPhuza with truthful and accurate information and to comply with the Applicable liquor legislation.

10. Privacy policy

1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to -
 1. your name and surname;
 2. your email address;
 3. your physical address;
 4. your gender;
 5. your mobile number; and
 6. your date of birth.
3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
5. Subject to clause 5.2 below, we will not, without your express consent:
 1. use your personal information for any purpose other than as set out below:
 1. in relation to the ordering, sale and delivery of Goods;
 2. to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us);
 3. 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 from receiving marketing material from us); and
 4. to improve our product selection and your experience on our App by, for example, monitoring your browsing habits, or tracking your sales on the App; or
 2. disclose your personal information to any third party other than as set out below:
 1. to our employees and/or third party service providers who assist us to interact with you via our App, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 2. 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 us);
 3. 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 suspected illegal activity, or to investigate violations of these Terms and Conditions;
 4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc.). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
 5. to our suppliers in order for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and
6. 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.
7. 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.
8. We will -
 1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
 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;
 3. provide you with access to your personal information to view and/or update personal details;
 4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 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. 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.
10. iPhuza undertakes never to sell or make your personal information available to any third party other than as provided for in this policy, unless we are compelled to do so by law. In particular, in the event of a fraudulent

online payment, iPhuza 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.

11. 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.

11. Returns

If you are not completely satisfied, you can return the goods to us and we will either replace it, or credit your account, subject to the below terms.

1. If we accidentally deliver the wrong product to you, or if the product is not as described on the App, please notify us and we will collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 5 days of the return (or refund you if that is your preference).
2. Should a product be damaged at the time of delivery, we will at your choice replace the product as soon as possible (if we have the same product in stock to use as a replacement) or credit your account with the purchase price of the product (or refund you if that is your preference).

12. Changes to these Terms and Conditions

1. iPhuza may, in its sole discretion, change any of these Terms and Conditions at any time. 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 App.
2. Any such change will only apply to your use of the App after the change is displayed on the App. If you use the App after such amended Terms and Conditions have been displayed on the App, you will be deemed to have accepted such changes.

13. Electronic communications

1. When you visit the App or send emails to us, you consent to receiving communications from us or any of our divisions electronically in accordance with our privacy policy as set out in clause 10 above.

14. Ownership and copyright

1. The contents of the Website and App, 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 and App ("**Website Content**" and "**App Content**") are protected by law, including but not limited to copyright and trade mark law. The Website and App Content is the property of iPhuza, its advertisers and/or sponsors and/or is licensed to iPhuza.
2. You will not acquire any right, title or interest in or to the Website, App and all or their related content.

15. Disclaimer

1. The use of the Website and App is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
2. Whilst iPhuza takes reasonable measures to ensure that the content of the Website and App is accurate and complete, iPhuza makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website and App or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by iPhuza's representatives, iPhuza shall not be bound thereby.
3. iPhuza disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and App and/or any content therein unless otherwise provided by law.
4. Any views or statements made or expressed on the Website and App are not necessarily the views of iPhuza, its directors, employees and/or agents.
5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, iPhuza also makes no warranty or representation, whether express or implied, that the information or files available on the Website and App 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 iPhuza, its employees, agents or authorised representatives. iPhuza 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.

16. Governing law and jurisdiction

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 and App 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.
2. In the event of any dispute arising between you and iPhuza, nothing in this clause or the Terms and Conditions limits your right to Approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

17. Notices

1. iPhuza hereby selects 496A Cork Avenue, Ferndale as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). iPhuza may change this address from time to time by updating these Terms and Conditions.

2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving iPhuza notice in writing.
3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -
 1. by hand will be deemed to have been received on the date of delivery;
 2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 3. 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.

18. Information

1. For the purposes of the ECT Act, iPhuza's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
 1. **Full name:** iPhuza (Pty) Ltd, a private company registered in South Africa with registration number 2016/326452/07
 2. **Main business:** Online retailer – concierge service
 3. **Physical address for receipt of legal service (also postal and street address):**
496A Cork Avenue, Ferndale, Randburg
 4. **Office bearers:** Lerato Semanya and Nersen Naiker
 5. **Phone number:** 079 060 7790
 6. **Official email address:** info@iphuza.com
 7. **PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#).

19. General

1. iPhuza 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 and App or the user's right to use the App or any of its contents subject to us processing any orders then already made by you.
2. Any failure on the part of you or iPhuza to enforce any right in terms hereof shall not constitute a waiver of that right.
3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
4. 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.
5. These Terms and Conditions contain the whole agreement between you and iPhuza and no other warranty or undertaking is valid, unless contained in this document between the parties.