

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

1. TERMS OF WEBSITE USE

- 1.1. These terms of use (“**Terms of Use**”), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our website www.myhealthandfitness.co.za and/or any social network website we make available to you (“**our website**”).
- 1.2. Please read these Terms of Use carefully before making use of our website. We recommend that you print a copy of these Terms of Use for future reference.
- 1.3. If you do not agree to these Terms of Use, we advise that you refrain from making use of our website.

2. OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of our website:

- 2.1. Our [Privacy Policy](#), which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us. By using our website or Services, you consent to such processing and you warrant that all Personal Information provided by you is accurate.
- 2.2. Our Acceptable Use policy; and
- 2.3. If you register as a Contributor to our Services (where applicable) or third party service provider: our [Terms of Services](#) will apply.

3. INFORMATION ABOUT US

- 3.1. **Website:** <https://www.myhealthandfitness.co.za> is an Internet website owned and operated by THE PML GROUP (“**we**”, “**us**”, “**our**”).
- 3.2. Our **physical and postal address** (for business purposes) is: 75 Upper Mill Street, Gardens, Cape Town, 8001, South Africa (“**Premises**”).
- 3.3. For more information about us, [click here](#).

4. CHANGES TO THESE TERMS

- 4.1. We may change these Terms of Use or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on our website.
- 4.2. Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you. Take note, the terms applicable on conclusion of the sale of Services to you will apply for the particular purchase.

5. CHANGES TO OUR WEBSITE

- 5.1. We may update our website from time to time, and may change the Content at any time.
- 5.2. We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- 5.3. **Please note** The Content on our website is provided for general information purposes only and that the Content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the Content on our site is accurate, complete, free from errors or omissions or up-to-date.

6. ACCESSING OUR WEBSITE

- 6.1. **Access to our website** is made available free of charge.

Website Terms of Use

- 6.2. **Service costs** (for Contributors / third party service providers): see subsequent [Terms of Services](#) or such other quotation as may be provided by us from time to time (where applicable).
- 6.3. **Service Provider fees:** you can ask the service provider directly for his/her fees;
- 6.4. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website (including but not limited to the Services) without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.5. We may suspend, withdraw, discontinue or change all or any part of our website (including, but not limited to, the Services available) without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.
- 6.6. **You are responsible for making all arrangements necessary for you to have access to our website,** including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 6.7. You are also responsible for ensuring that all persons who access our website through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- 6.8. Our website is directed at:-
 - 6.8.1. people that wish to use the services or products of third party services providers as made available in the Republic of South Africa. Your use of our Services and the services and/or products of the third party service providers shall be subject to the agreement between you and the service provider and the Republic of South Africa consumer law.
 - 6.8.2. Service providers that wish to list their services on our website. For purposes of our engagement with you as service provider the Republic of South Africa consumer law will apply.

7. RIGHTS GRANTED TO YOU

- 7.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use.
- 7.2. Any rights not expressly granted herein are reserved by us.
- 7.3. **IMPORTANT:** We are only interested in bringing together the third party service provider and yourself that wish to make use of the third party service provider services (on demand lead generator). YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT PROVIDE TRAINING OR HEALTH SERVICES OR SUCH OTHER SERVICES MADE AVAILABLE BY THIRD PARTY SERVICE PROVIDERS, THAT WE ARE A TECHNOLOGY SERVICE PROVIDER THAT VIA OUR SERVICE WE ONLY INTRODUCE YOU TO THIRD PARTY SERVICE PROVIDERS. IT WILL BE YOUR RESPONSIBILITY TO ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE THIRD PARTY SERVICE PROVIDER WHEN YOU ENGAGE WITH HIM/HER.

8. PROHIBITED USES

- 8.1. You may not use our website or Content:
 - 8.1.1. in any way that breaches any applicable local, national or international law or regulation;
 - 8.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (including but not limiting to harassment of third party service providers).
 - 8.1.3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: *Spam*).

Website Terms of Use

- 8.1.4. to knowingly transmit any data, send or upload any material that contains viruses, *Trojan horses*, *worms*, *time-bombs*, *keystroke loggers*, *spyware*, *adware* or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website; or
- 8.1.5. to access, without authority, interfere with, damage or disrupt any part of our website or the equipment or network on which the website is stored.
- 8.2. You may further not:
 - 8.2.1. remove any copyright, trademark or other proprietary notices from any portion of our website or from the Services available;
 - 8.2.2. reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website or the Services (or any part thereof);
 - 8.2.3. decompile, reverse engineer or disassemble our website or the Services except as may be permitted by applicable law;
 - 8.2.4. cause or launch any programs or scripts for the purpose of *scraping*, *mirroring*, *indexing*, *surveying*, or otherwise *data mining* any portion of our website or unduly burdening or hindering the operation and/or functionality of any aspect of our website;
 - 8.2.5. *frame* our website or any part thereof;
 - 8.2.6. access or use our website or the Content through automated means, including through the use of *robots*, *spiders*, or *offline readers* (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); or
 - 8.2.7. attempt to gain unauthorized access to or impair any aspect of our website or its related systems or networks.
- 8.3. **E-mail addresses, names, telephone numbers and fax numbers published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no “opt-in” / permission from us to utilise same.**

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. We are the owner and/or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out and photos as received from third party service providers (under license)), inventions, trademarks, tables and compilations of data which are created, invented and/or developed, registered or unregistered) in our website and Content and any subsequent Services.
- 9.2. You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to acquire the products or services of the third parties presented on our website. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available.
- 9.3. You must not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our website must always be acknowledged.
- 9.4. Neither these Terms of Use nor your purchase of the Services convey or grant to you any rights:
 - 9.4.1. in or related to our website except for the limited license granted under paragraph 7 above; or
 - 9.4.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered).

10. LIMITATION OF OUR LIABILITY

- 10.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE ATTORNEY’S FEES) RELATED TO YOUR USE OF OUR SITE.**
- 10.2. WE, OUR OWNERS, DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE OR THE PURCHASE OF ANY OF OUR OR ANY THIRD PARTY PRODUCTS OR SERVICES.
- 10.3. IN TERMS OF A THIRD PARTY CONTENT UPLOADED BY THEMSELVES - WE REQUEST AND TRY TO GUIDE THE THIRD PARTIES TO ENSURE THAT THE CONTENT THEY/HE/SHE UPLOADS COMPLY WITH OUR ACCEPTABLE USE POLICY AND ARE A TRUE REFLECTION OF THE ACTUAL PRODUCT/SERVICES AVAILABLE FROM THEM, HOWEVER WE HAVE NO CONTROL OVER THE CONTENTS OF THE CONTENT OWNER / THIRD PARTY UPLOADS OR RESOURCES OR ANY THIRD PARTY SITES OR RESOURCES (INCLUDING BUT NOT LIMITED TO THEIR ACCURACY, COMPLETENESS, TIMELINESS, VALIDITY, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, QUALITY OR ANY OTHER ASPECT THEREOF) AND MAKE NO WARRANTIES ABOUT THEM. OUR SERVICES MAY BE USED BY YOU (AS CONSUMER) TO SELECT AND ACQUIRE THIRD PARTY PRODUCTS AND/OR SERVICES. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE AVAILABILITY, DELIVERY AND USE OF THE THIRD PARTY PRODUCTS OR SERVICES AS AGREED TO BETWEEN YOU AND THE THIRD PARTY OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. YOU WILL NEED TO MAKE YOUR OWN INDEPENDENT JUDGEMENT REGARDING YOUR INTERACTION WITH ANY THIRD-PARTY SITES, INCLUDING THE PURCHASE AND USE OF ANY PRODUCTS OR SERVICES ACCESSIBLE THROUGH THEM.
- 10.4. YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE THIRD PARTY PRODUCTS OR SERVICES OBTAINED THROUGH YOUR USE OF OUR SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF USE; (III) OUR USE OF YOUR USER CONTENT (SEE ACCEPTABLE USE POLICY); OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THE SERVICE PROVIDER.
- 10.5. WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.
- 10.6. THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH 10 DOES NOT LIMIT YOUR LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW.
- 10.7. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of Services by us to you (as Contributor/third party service provider), which will be set out in our [Terms of Services](#).

11. SECURITY

- 11.1. Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- 11.2. To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the ECT Act, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the RIC Act.
- 11.3. It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

12. LINKING TO OUR WEBSITE

- 12.1. You may link to our website from your website or other social media page, but only to the [Homepage or page of your service provider](#), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- 12.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- 12.3. We reserve the right to withdraw linking permission without notice to you.
- 12.4. The website in which you are linking must comply in all respects with our [Acceptable Use Policy](#).

13. CONTENT AND LINKS IN OUR WEBSITE

- 13.1. Where our website contains links to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party content. We do not endorse such third party content and in no event shall we be responsible or liable for any Services of such third party providers.
- 13.2. **Social networks:** You agree that when accessing, using and/or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, Pinterest, Instagram or any other facility made available by us, You will"-
 - 13.2.1. not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to You;
 - 13.2.2. not harass others or disclose personal information about others that could amount to harassment;
 - 13.2.3. not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
 - 13.2.4. not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 - 13.2.5. not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - 13.2.6. not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - 13.2.7. not promote any activity that is illegal;

Website Terms of Use

- 13.2.8. not use software to harvest information from the social media network page;
- 13.2.9. not submit any material which is prohibited by any applicable data protection or privacy legislation;
- 13.2.10. only upload or submit material to the social network page which either You own or which You have the permission of the owner of that material to submit; or
- 13.2.11. not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the Facebook Terms of Use.
- 13.2.12. Social media is not a medium for conflict resolution or lodging complaints. Complaints should be send to info@myhealthandfitness.co.za.
- 13.2.13. abide to the particular social network's Code of Conduct (Facebook) or community guidelines (Instagram) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that You submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and You warrant and undertake that You own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that We may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.

14. BREACH, SUSPENSION AND TERMINATION

- 14.1. Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our website. When a breach occurs, we may take such action as we deem appropriate.
- 14.2. We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- 14.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- 14.4. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 14.5. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

15. APPLICABLE LAW AND JURISDICTION

- 15.1. If you are a Consumer, please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the North Gauteng High Court, Pretoria, which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.
- 15.2. These Terms of Use are governed by the laws of the Republic of South Africa. Any dispute arising in relation to these Terms shall, to the extent permitted by law, be referred to mediation (as per a mediator agreed to by both parties) and if no mediator is agreed to or a party selects not to accept the recommendation by the mediator, then the dispute shall be referred to arbitration in Cape Town at a venue of our choice applying the Uniform Rules of the High Court of South Africa.
- 15.3. Kindly take note that no term, condition and/or provision of these Terms of Use is intended to limit your right to settle a dispute concerning the CPA (to the extent applicable) using the mechanisms provided for herein.

16. ELECTRONIC COMMUNICATION AND CONTACT

Website Terms of Use

- 16.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- 16.2. A Data Message is deemed to be **sent**:
- 16.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
- 16.2.2. **By you**, at the time when we confirm receipt thereof.
- 16.3. A Data Message is deemed to be **received**:
- 16.3.1. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
- 16.3.2. **By you**, once it enters your information system.
- 16.4. As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- 16.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 16.6. **Expression of Intent – use of our website**: For purposes of electronic communications between you and us no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to this Terms of Use.

17. CONTACT US

- 17.1. **Website functionality or any other recommendations**: Send us an email at info@myhealthandfitness.co.za.
- 17.2. **Questions or queries about Services and related services**: Contact us by way of our [Contact Us](#)-page.
- 17.3. **Complaints**: We kindly request that you contact us first should you have any complaints or any other service related issues. It is important to us that you are satisfied with your purchases. You may use the contact information as per our [Contact Us](#)-page. Please ask for a reference number if you speak to any of our representatives/consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complain.
- 17.4. **Legal Documentation or Notices** (*hopefully this will never be required*):
- 17.4.1. Physical address: our **Premises (clause 3.2 above)**;
- 17.4.2. Email: info@myhealthandfitness.co.za (heading: "LEGAL");
- 17.4.3. Marked for the attention of: **Managing Director (Legal)**
- 17.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- 17.6. Any notice to you, or us, which is:
- 17.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under paragraph 17.4.1 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
- 17.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
- 17.6.3. sent by a Data Message to the addressee shall be deemed to be received as per paragraph 16.3 above.

- 17.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

18. DEFINITIONS

- 18.1. **Consumer** shall have the same meaning attributed to it in terms of the CPA.
- 18.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- 18.3. **Contributor:** means a person that wishes to utilise our Services and promote its business, products or services on our website and that will submit the required information to us to publish (subject to our Terms of Services) on our website
- 18.4. **CPA** means the Consumer Protection Act, Act 68 of 2008;
- 18.5. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- 18.6. **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
- 18.7. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 18.8. **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;
- 18.9. **Services** means the directory services available on our website and promoted via other sites of ours;
- 18.10. **RIC Act** means the Regulation of Interception of Communications and Provision of Communication Related Information Act, Act 70 of 2002; and
- 18.11. **Users** mean users of our website (including you!).

PRIVACY POLICY

My Health and Fitness ("We") are committed to protecting and respecting your privacy. This policy shall apply to all users of our site. This policy sets out the basis on which any Personal Information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your Personal Information and how we will treat it. By visiting <https://www.myhealthandfitness.co.za>, or any of our other websites or social media networks ("our site") or utilising our Services, you are accepting and consenting to the practices described in this policy.

Reference to "consent", "your consent" or "your explicit consent" shall include the ticking of a tick box or clicking on a "submit" button or "I agree" button on our site.

1. PERSONAL INFORMATION COLLECTED FROM YOU

We may collect and process the following Personal Information about you:

- 1.1. **Personal Information you give to us:** You may provide us with Personal Information about you when you engage with us via our site or directly with any of our representatives or when you utilise our Services or submit information that we will present to other users as per your instructions. Depending on your use of our site or Services, you will be required to provide us with such information as to enable us to effectively provide the Services to you.
- 1.2. **Personal Information we collect about you:** With each of your visits to our site we may automatically collect the following information from you:
 - 1.2.1. **Technical information:** This information shall include the IP Address used to connect your computer to the Internet, your login information, browser type and version, time-zone setting, browser plug-in types and versions, operating system and platform. **Your IP Address is automatically logged by our servers and used to collect traffic data about visitors to our site. We do not use your IP Address to identify you personally; and**
 - 1.2.2. **Information about your visit to our site:** This information shall include the full Uniform Resource Locators (URL) *Clickstream* to, through and from our site (including the date and time) and the Products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as *scrolling*, *clicks*, and *Mouse-overs*) and methods used to browse away from the page and any phone number used to call our Customer Service number.
- 1.3. **Information we receive from other sources:** We may receive Personal Information about you where you have authorised us to collect information from selected third parties (i.e. laboratories, product (fertiliser etc.) providers, farmer groups or agents or other service providers available via our site and/or Services). In this case we will have informed you when we collected that Personal Information that it may be shared internally and combined with information collected on our site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers) and may receive information about you from them to improve our Services to you.

2. COOKIES

- 2.1. Our site makes use of cookies to help us understand our Users better. Cookies allow us to better understand which Users have seen which web pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our site. Depending on the type of cookie we use, cookies also allow us to make our site more User friendly, for example, permanent cookies may allow us to save your password so that you don't have to re-enter it every time you visit our site.
- 2.2. You should be able to adjust your browser so that your computer does not accept cookies. If you do this, you will still be able to browse the website but the functions that allow you to access an existing account or page that requires a username or password will not be available.
- 2.3. You can, alternatively, adjust your browser to notify you when a website attempts to put a cookie on your computer. How you adjust your browser to stop it accepting, or to notify you, of cookies, will depend on the type of internet browser programme your computer uses.
- 2.4. Please remember, cookies do not contain Personal Information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers.

3. USE OF YOUR PERSONAL INFORMATION

- 3.1. We will not sell your Personal Information.
- 3.2. We may however use Personal Information, which relates to you, in the following ways:
 - 3.2.1. **Information you give to us:** We will use this information to:
 - 3.2.1.1. verify who you are when engaging with us;
 - 3.2.1.2. carry out our obligations arising from any contracts entered into between you and us (or selected third parties) and to provide you with the information and Services that you request from us or selected third parties or Services or products we offer that are similar to those that you have already acquired or enquired about or that will further contribute to our philosophy;

- 3.2.1.3. notify you about changes to our (or selected third parties') services and goods;
- 3.2.1.4. ensure that Content from our site is presented in the most effective manner for you and for your computer; and
- 3.2.1.5. deal with enquiries and complaints made by or about you relating to our site or your use thereof.
- 3.2.2. **Information we collect about you:** We will use this information:
 - 3.2.2.1. to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
 - 3.2.2.2. to improve our site to ensure that Content is presented in the most effective manner for you and for your computer;
 - 3.2.2.3. as part of our efforts to keep our site safe and secure;
 - 3.2.2.4. to measure or understand the effectiveness of advertising we serve to you and other Users, and to deliver relevant advertising; and
 - 3.2.2.5. to make suggestions and recommendations to you and other Users of our site about additional products or services that may interest you or them.
- 3.2.3. **Information we receive from other sources:** We may combine this information with the information provided at paragraph 3.2.1 and 3.2.2 above. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).
- 3.3. **Submission of Personal Information on behalf of another: If you provide information on behalf of someone else, then it is your responsibility to obtain the necessary consent from the person / User before making the Personal Information available to us. On receipt of Personal Information we assume that the necessary consent has been obtained and will process the Personal Information as per your instructions. By submitting such Personal Information on behalf of another person/User, you indemnify us against any third party claim, where such third party claim relates to Personal Information which has been processed without the necessary consent or other available exception by law.**

4. DISCLOSURE OF YOUR PERSONAL INFORMATION

- 4.1. We may share your Personal Information with any member of our group, which shall include our subsidiaries, our ultimate holding company (THE PML GROUP) and its subsidiaries;
- 4.2. **We may share your Personal Information with selected third parties:**
 - 4.2.1. with business partners and sub-contractors for the performance of any contract we enter into with them for purposes of our Services available to you, or where you have entered into a contract with them, as *per your selection*, i.e. a laboratory, or where you have an account with a certain fertiliser manufacturer. Our engagement with any third party will be under a contract with specific reference made to the fact that your Personal Information must be managed on a confidential basis;
 - 4.2.2. with service providers that provide information processing services to us. In these instances the third parties shall be required to enter into a non-disclosure agreement on no less stringent terms than found in this Privacy Policy and to process and protect your Personal Information in accordance with our instructions;
 - 4.2.3. with a third party where we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets;
 - 4.2.4. with a third party if we are under a duty to disclose or share your Personal Information in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#) applicable to our site or [Terms of Service](#) for the provision of Services to you and other agreements; or to protect our rights, property, or safety or that of others. This may include exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 4.3. **Kindly take note:** We only share de-identifiable information to advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our Users (As an example, we may inform them that 550 men, aged between 25 and 35, have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target. We may make use of the Personal Information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- 4.4. We may share your Personal Information with analytics and search engine providers that assist us in the improvement and optimisation of our site (we do not disclose identifiable Personal Information to them).

5. WHERE WE STORE YOUR PERSONAL INFORMATION

- 5.1. The Personal Information that we collect from you may be transferred to, and stored at, a destination outside of the Republic of South Africa. By submitting your Personal Information, you agree that we and third parties mentioned above may transfer, store and process it accordingly. We will take all steps reasonably necessary to ensure that your Personal Information is treated securely and in accordance with this Privacy Policy.
- 5.2. All information you provide to us is stored on our secure servers. **Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password safe and confidential. We ask that you not share this password with anyone.**
- 5.3. Records of Personal Information will not be retained for longer that is necessary for operational or archiving purposes for which the information was collected, unless retention of record is required or

authorised by law. Records of Personal Information may be retained for periods in excess of those contemplated for historical, statistical or research purposes, subject to us establishing appropriate safeguards against the records being used for any other purpose and or we have de-identified the record(s).

- 5.4. Despite our best efforts the transmission of information over the Internet may not always be completely secure. Although we will use appropriate and reasonable technical and organisational measurements to protect your Personal Information, we cannot guarantee the security of your data transmitted to our site or to any other location by electronic means and any transmission is at your own risk. Once we have received your Personal Information, we will use appropriate and reasonable technical and organisational measurements to try to prevent any unauthorised access.

6. SOCIAL MEDIA PLATFORMS

- 6.1. Communication, engagement and actions taken through external social media platforms that we, our directors or employees participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.
- 6.2. You are advised to use social media platforms wisely and communicate/engage with them with due care and caution in regard to their own privacy and Personal Information. **PLEASE NOTE: WE WILL NEVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA PLATFORMS AND ENCOURAGE USERS, WISHING TO DISCUSS SENSITIVE DETAILS OR TO RESOLVE ISSUES/CONCERNS, TO CONTACT US THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.**
- 6.3. Our social network page(s) may share web links to relevant web pages. By default some social media platforms shorten lengthy URL's. You are advised to exercise caution and due care before clicking on any shortened URL's published on social media platforms by this website. Despite our best efforts to ensure that only genuine URL's are published many social media platforms are prone to spam and hacking and therefore our site and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

7. INTERCEPTION AND MONITORING OF COMMUNICATIONS

We reserve the right to intercept, monitor, copy or block communications to and from our communications facilities (including, but not limited to, our site, portal, email, SMSs, etc) in accordance with the relevant provisions of the law.

8. YOUR RIGHTS

- 8.1. **Marketing:** You have the right to ask us not to process your Personal Information for marketing purposes. We will usually inform you if we intend to use your Personal Information for such purposes or if we intend to disclose your Personal Information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Information. You can also exercise the right at any time by contacting us at info@myhealthandfitness.co.za or use the unsubscribe functionality ("opt out") on our email communications.
- 8.2. **Third Party Websites/Social Media Websites:** Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Personal Information to these websites.
- 8.3. **Access to information:** You have a right to see/access your Personal Information kept by us. You may instruct us to provide you with any Personal Information we hold about you upon receipt of a written request and possible payment of a fee as per PAIA.
- 8.4. **Amendments to information:** You are entitled to correct, update or amend any Personal Information you submitted to us by contacting us at: info@myhealthandfitness.co.za.

9. CREDIT CARD DETAILS (WHERE APPLICABLE)

No credit card details are stored on our site and will be stored separately from your Personal Information.

10. CHANGES TO OUR PRIVACY POLICY

Any changes made to our Privacy Policy in future will be posted on our site. The new version will apply the moment it is published on our site. Please check back frequently to see any updates or changes to our Privacy Policy. Kindly note that should you continue to use our site or Services after changes have been made to the Privacy Policy you will be deemed to have accepted such new changes.

11. CONTACT US

Should you have any questions, comments and/or requests regarding this Privacy Policy you may forward it to: info@myhealthandfitness.co.za (for attention of the Information Officer or Managing Director).

12. DEFINITIONS

- 12.1. **Clickstream** means a series of mouse clicks made by you while accessing the Internet, specifically our site;
- 12.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our site;
- 12.3. **IP: Internet Protocol address** means a set of numbers which are assigned to the User's computer during a browsing session whenever the User logs onto the Internet via the User's internet service

- provider or the User's network (if the User access' the Internet from, for example, a computer at work);**
- 12.4. **Mouse-over** means the action whereby certain information is displayed when a User hovers their computer mouse pointer over a specific area and information is displayed by way of a pop-up box;
- 12.5. **PAIA** means the Promotion of Access to Information Act, Act 2 of 2000 (as amended);
- 12.6. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 12.7. **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;
- 12.8. **Products** means the products available for purchase on our site;
- 12.9. **User(s)** means users of our sites and/or Services (including you!).

EMAIL LEGAL NOTICE

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO ALL EMAIL COMMUNICATIONS TO AND FROM THE PML GROUP (PROPRIETARY) LIMITED ("THE PML GROUP ")

COMPANY NAME	THE PML GROUP
REGISTRATION NO	2017/126437/07
VAT NO	N/A
DIRECTORS	Pierre M. Louw
PHYSICAL ADDRESS	75 Upper Mill Street, Gardens, Cape Town
CONTACT DETAILS	076 045 1050
WEBSITE	www.myhealthandfitness.co.za / www.mycapeandlifestyle.co.za / www.mylifestylecollections.com

Kindly take note:

1. **Copyright:** The content in or attached to this email is the property of THE PML GROUP or has been licensed to THE PML GROUP to utilise in accordance with the applicable license. The addressee of this email may read this email and attachments (where applicable) and may only copy same for purposes of back up, compliance with retention legislation or where addressee acts as a conduit of the said email. The content and attachments of this email may not be utilised for commercial purposes, unless agreed to between the parties to this email.
2. **Confidentiality**
 - 2.1. The information contained in or attached to this email may contain confidential and privileged information and is solely for the use of the party to whom the sender intended to send the information ("intended recipient"). Any unauthorised distribution, copying or disclosure of this email and its content is prohibited, unless specifically authorised by the sender. If you have received this message in error, you should notify the sender by reply email immediately, not open the attachments (if any) and delete it.
 - 2.2. Any email content or attachments you transmit to us by electronic mail or otherwise (including any questions, data, answers, comments, suggestions, or the like) will be treated as non-confidential and non-proprietary by us, unless expressly agreed otherwise in writing.
3. **Data- & Privacy Protection**
 - 3.1. The email address(es) used in this email is/are used for the purpose of conveying this message and related messages only. The email address(es) may not be used for any other purpose unless the parties to this email have opted for such other use. The email address(es) under this email may not be used for any unsolicited communications or placed in a database to be used by third parties for purposes of unsolicited communications.
 - 3.2. Any personal information that is transmitted to us will be dealt with in accordance with our [Privacy Policy](#).
4. **Agreements Online:** No agreement will be concluded by electronic communications, unless an authorised representative of THE PML GROUP has confirmed such an agreement by return email (auto response excluded) and subject to contract law in general.
5. **Mobile Devices:** The use of mobile devices may make the reading of the entirety of an incoming email, especially a chain of email correspondence, and its attachments, difficult, impractical or impossible. Accordingly, recipients of email from THE PML GROUP should allow for the fact that where the email has been sent from a mobile device the sender may not have read and considered the entirety of an incoming email and its attachments, and may not be fully aware of its contents. Such recipients should consider seeking confirmation of any advice so given before it is relied upon.
6. **Limitation of Liability**
 - 6.1. As the integrity of this message cannot be secured on the Internet, THE PML GROUP's liability cannot be triggered by the content of this message.
 - 6.2. Although the sender endeavours to maintain a computer virus-free network, the sender does not warrant that this transmission is virus-free and will not be liable for any damages resulting from any virus whatsoever transmitted.
 - 6.3. **THE PML GROUP WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL DAMAGES AND/OR EXPENSES OR ANY LOSS OF PROFITS OF WHATSOEVER NATURE, AS A RESULT OF, BUT NOT LIMITED TO, CORRUPTED DATA, LOSS OF DATA OR NON-FUNCTIONALITY OF INFORMATION SYSTEMS, EVEN IF THE SENDER OF THIS EMAIL HAS BEEN ADVISED OF THE POSSIBILITY.**
 - 6.4. The views and opinions of the individuals expressed in this email may not reflect the views and opinion of THE PML GROUP or its directors. The purpose of the email facility at THE PML GROUP is to convey official THE PML GROUP communications. THE PML GROUP or its directors will not be liable for any content, opinions or views where the email facility was utilised for any other purpose than as explained above. The sender of this email is expressly required not to make any defamatory statements. Any such communication is contrary to company policy and outside the scope of the employment of the individual concerned.
 - 6.5. This email legal notice shall at all times take precedence over any other email disclaimer(s) attached to return emails addressed to any person with a THE PML GROUP email account.
7. **Time of Receipt:** Despite a possible auto-response confirmation that an email has been received at THE PML GROUP, an email shall only be deemed to have been received at THE PML GROUP when the recipient at THE PML GROUP has received and read it. Return email messages blocked by THE PML GROUP's anti-virus or filtering applications shall not be deemed to have been received by THE PML GROUP or the addressee.

Website Terms of Use

8. **Interception of Communications:** THE PML GROUP has a duty to manage and retain certain records and mitigate possible risks, for example, to ensure that THE PML GROUP operates in an environment free of malicious programs such as viruses, Trojans and spyware, and therefore reserves the right to intercept, monitor, copy (retain) or block email messages to and from THE PML GROUP. Should you respond to this email, you consent that your email will be subject to THE PML GROUP's email filtering, scanning, monitoring and blocking procedures.
9. **Amendments:** THE PML GROUP reserves the right to revise these terms at any time, with the revised terms taking effect as of the date of its posting. A certificate signed by us shall be sufficient proof of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.
10. **Governing Law and Jurisdiction:** The law of the Republic of South Africa shall govern this legal notice and all parties to this message consent to the jurisdiction of the Western Cape High Court (Cape Town).