

CJ HUGO PHYSIOTHERAPISTS INC. WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions ("the Terms and Conditions") govern your use ("the User") of CJ Hugo Physiotherapists Inc. ("Provider") website located at the domain name www.sharksmedicalcentrephysio.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

1. Updating of these Terms and Conditions

The Provider reserves the right to change the terms, conditions, and notices under which the Providers website is offered from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website without notice to the User. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

2. Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing. The user further consents to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

3. Links to Third Party Sites

The Provider's website may contain links to other website ("Linked Sites"). The Linked Sites are not under the control of the Provider and the Provider 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. The Provider is not responsible for webcasting or any other form of transmission received from any Linked Site. The Provider is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Provider of the site or any association with its operators.

4. No Unlawful or Prohibited Use

As a condition of your use of the Providers website, you warrant to the Provider that you will not use the Providers website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Providers website in any manner which could damage, disable, overburden, or impair the Providers website or interfere with any other party's use and enjoyment of the Providers Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Providers website.

5. Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, shareholder parties or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or shareholder parties, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content. All rights not expressly granted are reserved.

6. Use of our logos, content and images

The User is not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our intellectual property rights.

7. Advertising and hyperlinks

External hyperlinks may appear on our Website. The hyperlinks may not be construed to constitute any relationship between us and any linked third party or any endorsement by us of such third party and use of or reliance on any external links provided is at your own risk. Advertising and other promotional material of third parties may appear on our Website from time to time. We do not endorse such third parties or their products and/or services. The Users reliance on any information contained in such material is entirely at your own risk.

8. Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate, partner or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

9. Governing law and jurisdiction

This Website is controlled, operated and administered by the Provider from its offices within the Republic of South Africa. The Users 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. Access to the Website from territories or countries where the Content or purchase of any products which may be sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Durban High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

10. Information

10.1 For the purposes of the Electronic Communications and Transactions Act (ECT Act), the Provider's information is as follows, which should be read in conjunction with any other terms and conditions contained on the Website:

- 10.1.1 **Full name:** CJ Hugo Physiotherapists Inc., a private company registered in South Africa with registration number: 2016/504267/21
- 10.1.2 **Main business:** E-commerce.
- 10.1.3 **Physical address for receipt of legal service (also postal and street address):** 12 Isaiah Ntshangase Road, Stamford Hill, Durban, Kwa-Zulu Natal, 4001. Marked for attention: Callie Hugo & Curt Barnes.
- 10.1.4 **Office bearers:** Kim Clark
- 10.1.5 **Phone number:** 031-312 2308
- 10.1.6 **Email address:** kim@sharksmedical.co.za

11. General

- 11.1 The Provider 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.
 - 11.1.1 Patient related queries should be directed to kim@sharksmedical.co.za
 - 11.1.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
 - 11.1.3 Any failure on the part of the User or Provider to enforce any right in terms hereof shall not constitute a waiver of that right.
 - 11.1.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
 - 11.1.5 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.
 - 11.1.6 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.
- 11.2 These Terms and Conditions contain the whole agreement between the User and Provider no other warranty or undertaking is valid, unless contained in this document between the parties.
- 11.3 **ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE PROVIDER.**