

Terms and Conditions

Use of Site

These on-line shopping terms and conditions (“On-line Shopping Terms and Conditions”) apply to all orders which you, the customer (“you” or “your”), place at this website, operated by CoMED Health (Pty) Ltd. Please read them carefully before placing your order.

By clicking the “Accept” button you accept and agree to be bound by these On-line Shopping Terms and Conditions, the Privacy Statement and such other policies as we notify you of from time to time, which together constitute the entire agreement between us. Nothing in these On-line Shopping Terms and Conditions affects your statutory right, either as a consumer or otherwise.

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. ‘Deep-linking’, ‘embedding’ or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

Disclaimer of Warranty

The contents of this site are provided “as is” without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called “Providers”, assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Our Rights

We reserve the right to:

Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

Intellectual Property

The content of this website is protected by copyright, trademarks, database and other intellectual property rights.

You may retrieve and display the content of this website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print any one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on this website without the written permission of CoMED Health (Pty) Ltd.

No license is granted to you in these Terms and conditions to use any trade mark of CoMED Health (Pty) Ltd or its affiliated companies.

Health Products

The health information provided on this website is intended for educational and informational purposes only. The information and products available on this website are not intended for the diagnosis, treatment or prevention of disease and are not intended as a substitute for advice, treatment or medical prescriptions from your health practitioner.

Consult with your health practitioner before taking any of the health products recommended on this website if you:

- have, or suspect you might have a health problem
- take prescription medication
- have a hypersensitivity to any ingredients contained in the health products recommended on this website

Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

Electronic Communications

When you visit this website, or send an email to us, you consent to receiving electronic communications from CoMED Health (Pty) Ltd and agree that all communications sent by CoMED Health (Pty) Ltd satisfies any legal requirements.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Third Party Links

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Written permission from CoMED Health (Pty) Ltd is required to create hyperlinks to this website. For more information, contact us on +27 (0) 12 813 9400 for assistance.

Product availability

Lead time is dependent on stock availability. Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays.

Payment Options

You may pay for the items which you order online by supplying your credit card details on the secure online order form. Only Credit Card Payments will be accepted. We accept MasterCard and Visa credit cards.

Prices displayed on the website include Value Added Tax which will be charged at the current rate. Delivery is charged extra.

Although we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of the items you have ordered, we will contact you as soon as possible. You will have the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat your order in respect of the incorrectly priced item as cancelled.

We reserve the right to update prices displayed on the website from time to time.

At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.

All transactions will be processed in South African Rands (ZAR).

Pricing

CoMED Health (Pty) Ltd endeavors to offer you competitive prices on current products. Your total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping).

CoMED Health (Pty) Ltd reserves the right to change pricing at any time without prior notice.

The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed.

CoMED Health (Pty) Ltd shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, CoMED Health (Pty) Ltd will not be obliged to sell goods at such incorrect prices.

Agreements of Sale

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card is limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree to all of our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

An agreement of sale only comes into effect when a credit card authorisation is received from the issuing bank.

Delivery Policy

South Africa counter to counter:

Please ensure the correct delivery address is provided from the outset as title and risk will pass to you once the order has left our premises.

International deliveries:

Unfortunately, deliveries cannot be made outside the borders of South Africa.

Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

Order processing

Order processing will not begin until we receive a confirmed order and full payment, via credit card authorisation received from the issuing bank.

Returns Policy

Product returns will only be accepted in cases of valid product complaints, where product quality is compromised. Product complaints should be reported via email: christine@comedhealth.co.za

Disclosure of outlet country at time of payment

South Africa

SagePay

Limitations

You may not use of this website for any of the following purposes:

- disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice

- interfering with any other person's use or enjoyment of this website
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to this website
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner
- gaining unauthorised access to other computer systems

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of this website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of this website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of this website by you.

CoMED Health (Pty) Ltd Liability

This site is provided by CoMED Health (Pty) Ltd without any warranties or guarantees. You must bear the risks associated with the use of the Internet.

This website may provide content from other Internet sites or resources and while CoMED Health (Pty) Ltd tries to ensure that material included on this website is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. CoMED Health (Pty) Ltd will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with this website. If CoMED Health (Pty) Ltd is informed of any inaccuracies in the material on the site we will attempt to correct the inaccuracies as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- Incompatibility of this website with any of your equipment, software or telecommunications links
- Technical problems including errors or interruptions of the website
- Unsuitability, unreliability or inaccuracy of this website
- Inadequacy of this website to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the website.

Nothing in these Terms and Conditions shall exclude CoMED Health (Pty) Ltd's liability for personal injury or death caused by its negligence.

Security Policy

SagePay PayNow services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

SagePay PayNow is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. SagePay PayNow Internet servers are protected and complies with Verified by Visa and MasterCard Secure Code, which are global programs designed to make transacting on the internet safer for both seller and buyers.

The Merchant does not have access to credit card details.

SagePay PayNow continually reviews and enhances its security in line with technological changes.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. 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.

Consent

Should you violate any of the terms and conditions of these On-line Shopping Terms and Conditions, you will be held liable for all legal costs incurred by CoMED Health (Pty) Ltd for any successful civil action brought against you by CoMED Health (Pty) Ltd.

Contact Details

CoMED Health (Pty) Ltd

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Silverton

0127

www.shop.natura.co.za

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>