# **Afriq Water Group**

# **Terms & Conditions**

Last updated: June 13, 2022

This **Terms & Conditions Policy** governs the usage of our website, located at <a href="www.afriqwater.co.za">www.afriqwater.co.za</a>, as well as the Terms and Conditions that govern your usage of our competitions, sales and discount coupons.

# This Terms & Conditions Policy

"T&C's", "this Policy", "these Terms and Conditions", "terms and conditions"

## www.afriqwater.co.za

"https://www.afriqwater.co.za", "our website", "website", "The Afriq Water Group website"

## The Afriq Water Group

"Afriq Water Management Pty Ltd.", "company", "we", "our", "us"

#### You

"you", "your", "customer", "consumer", "user", "visitor"

Your agreement with us includes our Terms & Conditions. By using

our website, you acknowledge that you have read and understood
the following information and agree to be bound of them.

#### **Definitions**

For the purposes of this Policy, the following definitions apply:

**Cookies** are small files that are placed on your computer, mobile device or any other device by a website, containing the details of your browsing history on that website among its many uses.

**Country** refers to South Africa.

Device means any device that can access the internet or our website, such as a computer, a cellphone or a digital tablet.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available through our website.

These are the Terms and Conditions governing the use of The Afriq Water Group website and the agreement that operates between you and The Afriq Water Group. These Terms and Conditions set out the rights and obligations of all users regarding the use of our website and/or our website.

Your access to and use of our website and our products and services is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use our website as well as our products and services.

Your access to and use of our website and our products and services is also conditioned on your acceptance of and compliance with our

Privacy & POPIA Policy. Our Privacy & POPIA Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use our website and tells you about your privacy rights and how the law protects you. Please read our Privacy & POPIA Policy carefully before using our website.

#### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise that you review the Privacy & POPIA Policy, as well as their Terms & Conditions Policy, of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services. You further acknowledge and agree that The Afriq Water Group shall not be responsible or liable, directly or indirectly, for any damage or loss 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 or through any such websites or services.

# Analytics

We make use of third-party analytics to monitor and analyze the consumer's experience regarding our website and our services.

## Intellectual Property

Our website, our imagery in part and/or in whole, our logo, and our content (via our website, through third-party social media services, printed

content and marketing materials, or third-party affiliates), features and functionality are and will remain the exclusive property of The Afriq Water Group. Afriq Water might make use images in the public domain, but the usage and repurposing of those images are exclusive to The Afriq Water Group. Our website and The Afriq Water Group brand are protected by copyright and trademark, and other laws of and foreign countries. Our imagery may not be used in connection with any product or services, or our name, without prior written consent from Afriq Water Management Pty Ltd.

#### **Refunds & Returns**

View our Refunds & Returns Policies to learn more about how you can protect your purchases through The Afriq Water Group.

# Sales, Competitions, Coupons

Goods on sale cannot be refunded. Goods on sale all have their own set of T&C's, so be sure to find out from the salesperson what those T&C's are.

Coupons are limited to one per person, and can only be used on the valid dates, and not in conjunction with any other specials.

Products won via competitions cannot be exchanged for something of equal value or cash at our store. The Afriq Water Group holds no responsibility for products obtained through competitions at resellers or other stores.

#### **Termination**

We may terminate or suspend your access to our products and services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

## Limitations of liability

To the maximum extent permitted by applicable law, in no event shall The Afriq Water Group, or its suppliers or resellers, be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use our website and products and services, third-party software and/or third-party hardware used with our website, or otherwise in connection with any provision of this Terms), even if The Afriq Water Group or any supplier, or reseller, has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## Governing Law

The laws of the country, South Africa, excluding its conflicts of law rules, shall govern this Terms and Conditions, and your use of our website and products and services. Your use of the Application may also be subject to other local, national, or international laws.

## **Disputes Resolution**

If you have any concern or dispute regarding our services or our website, our website and your use thereof, you agree to first try to resolve the dispute informally by contacting The Afriq Water Group directly via admin@afriqwater.co.za

# Changes to these T&C's

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our website and our services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, you cannot continue using our website and/or our products and services.

## **Contact Us for More Information**

If you have any questions about this Policy, you can contact us by email on admin@afrigwater.co.za.