

Terms and Conditions

1. OVERVIEW

Please note the following terms of service (“terms”) which govern the use of this website, www.syniva.co.za (“the/this website”), and which govern the use of Syniva Health products and the materials and components from which they are made (“products”). By using this website and our products, you (“the purchaser(s)” and/or “the user(s)”, whichever applies) agree that you shall follow and be bound by these terms.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is the South African Rand (ZAR). Please take special note of our [Privacy Policy](#) and [Returns Policy](#).

2. USE OF THIS SITE

Users may only use this website to browse the content and make legitimate purchases. Users are not to use this website for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase(s). This website and the content provided herein may not be copied, reproduced, republished, uploaded, posted, transmitted or otherwise distributed. ‘Deep-linking’, ‘embedding’ or using analogous technology is also strictly prohibited. Any unauthorised use of this website and/or the materials contained herein may constitute legal violations, and as such, the appropriate legal actions will be taken against unlawful users.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

3. DISCLAIMER OF WARRANTY

The contents of this website are provided “as is” without warranty of any kind, either expressed or implied. We, the providers of this website (including the owners, the authors of these contents and in general anybody connected to this site in any way, collectively called “providers”), assume no responsibility for errors or omissions amongst these contents. Further, we do not warrant, guarantee, or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Indemnity

By using this site and by using Syniva products, you agree to fully indemnify Syniva Health and its agents and associates against any claim or demand, as well as any losses, expenses, damages, costs, resulting from the use of this site or Syniva products or from any violation of these terms.

Exclusion of Liability

By using this site and by using Syniva Health products, you agree that neither Syniva Health nor its agents shall be liable to you or any other person for any form of damages or costs whatsoever arising from the use of this site or from the use of Syniva Health products, or from the inability to use this site or Syniva Health products. Syniva Health makes no guarantees nor warranties for the performance or safety of its products outside of their intended purpose.

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

4. OUR RIGHTS

Syniva Health reserves the right to alter these terms without express notice. It is the responsibility of the user to check regularly to determine whether these conditions have been changed. Users who find that they do not agree to any changes to these conditions must immediately stop using this website.

We will use our reasonable endeavours to maintain this website. This website is subject to change from time to time. Users will not be eligible for any compensation in the event that they 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.

5. RESTRICTIONS AND COPYRIGHT

Intellectual Property

This website and the content contained herein and on Syniva Health social media accounts and press, including but not limited to products, designs, patterns, text, logos, insignia and video, are subject to copyright and intellectual property rights held exclusively by Syniva Health and may not be copied or reproduced under any circumstances in any manner whatsoever. Such rights are protected by South African and international copyright and intellectual property laws.

Syniva Health asserts and reserves full ownership, copyright, and intellectual property rights on all the designs and patterns on our products. The designs and patterns of our products may not be copied, re-interpreted, reproduced in any manner whatsoever.

6. ERRORS, INACCURACIES AND OMISSIONS

There may occasionally be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, offers, promotions, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the service or on any related website has been modified or updated.

7. THIRD PARTY LINKS

In attempts 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.

8. MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with this website. Accordingly, we may investigate any reported violation of these conditions or complaints and take any action that we subsequently 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 this website).

9. LAW

These 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.

10. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

11. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

12. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding

between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

13. COMMUNICATION PREFERENCES

Certain personal information must be supplied by the user when completing a purchase on this website. This information includes but is not strictly limited to: billing address details, shipping address details, and personal details such as names and contact information.

This information is used solely for the purposes of fulfilling or otherwise managing your order. The providers will not deliberately make this information available to any third parties or use this information in any way other than what is specified here.

By placing an order on this website, you hereby consent to receiving electronic communications from Syniva Health relating to your order and/or your order history with Syniva Health. This communication may involve sending emails to your email address (and/or any other contact information provided by you) and are part of your relationship with Syniva Health. Any such communication sent by the providers will contain instructions on how to update your communication preferences with Syniva Health, should you wish to.

You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. We encourage recipients to avoid printing paper copies in the interests of protecting the environment.

Please review our [Privacy Policy](#) for further information.

14. CONSENT

Your continued use of this website indicates that you understand and accept these terms and conditions. Furthermore, you undertake not to violate these terms in any way and acknowledge that you understand the legal implications of doing so. You further acknowledge that you will be held liable for all legal costs incurred by Syniva Health for any civil or legal action deemed necessary against you for violation of these website terms.

15. ONLINE STORE

The Syniva Health online store forms part of this website. Purchases made through this online store are subject to the terms and conditions that govern use of this website (stated here) as well as a sub-set of e-Commerce Terms and Conditions (“e-commerce terms”), which are laid out below.

General

When you confirm a purchase with us, legal obligations arise and your right to refunding of monies (whether charged to your credit card or in any other way paid), is limited by our terms and conditions. You must not make any purchase through this website unless you understand and agree to all of our terms and conditions.

Once payment is made for a purchase, it is deemed that you have read and understood these terms and conditions for such a purchase. If you have any queries, please contact us before making any purchases on this website.

Location, currency and pricing

This website offers one currency option which is South African Rands (ZAR). No other forms of currency will be accepted.

We take orders from, and deliver to locations within South Africa only.

Overseas customers can contact us at info@syniva.co.za for details, pricing, shipping and availability to their specific country.

Sales Tax

Syniva Health is currently not VAT registered.

Product availability

While the providers make every effort to maintain this website, we do not accept any form of liability for incorrectly listed products.

Placing an item in your order basket does not reserve that item or in any way guarantee its availability. Items are sold on a 'first to checkout' basis, meaning that in any instance where more than one user wishes to purchase a specific item, the first user to successfully complete the checkout process is automatically deemed the rightful purchaser.

Online Specials

Each online special is subject to the terms and conditions laid out for each specific special. It is the purchaser's responsibility to enquire upon further details with regards to these terms and conditions, if they are not clearly understood by the purchaser. Once an order has been placed, purchasers become liable for the terms and conditions attached to each unique special.

Gift Vouchers

Under no circumstances will gift vouchers purchased online or in-store be redeemed for cash or refunded. All gift vouchers have an expiration period of 12 months after purchase.

Order processing

No order will be processed until the order is confirmed and payment is received in full. Please contact us directly with any queries.

Shipping

We make every effort to ensure timeous delivery of all orders. We also endeavour to keep our customers up to date on the status of their order(s). Should delivery timelines be affected by unforeseen circumstances that arise, or circumstances that are outside of our control, we will contact you via the email address provided during checkout and provide a revised delivery schedule.

Purchasers should expect a lead time of 3-7 business days for shipping within South Africa.

Subject to availability and receipt of payment, requests will be processed within 3 days and delivery confirmed by way of email.

Delivery is fulfilled by The Courier Guy or other local couriers at a cost of R100 for orders under R1000. Delivery of orders in excess of R1000 (and under 5kgs in weight) are free.

Cancellations, refunds and returns

Right of Cancellation of Orders

The providers fully reserve the right, at their own discretion, to cancel any order or purchase made on this website. In such an event, the providers shall refund,

reimburse, or issue a voucher or coupon on that purchase, in whole or in part, as is deemed appropriate under the circumstances.

Erroneous Orders

If an order or purchase from this website is made in error in respect of price and invoicing of product, shipping/delivery, the providers reserve the right to amend or cancel that order or purchase at their own discretion. In such an event, the providers will take reasonable steps, under the circumstances, to rectify the error promptly.

Payment Options

All transactions are processed in South African Rands (ZAR). The total price of orders will include the selected delivery or shipping option chosen.

Payfast

Payfast is a payment processing service that enables easy, secure and instant transfer of money between online buyers and sellers. The range of payment methods that Payfast enables on this website and a description of each is provided below:

Instant EFT

Instant EFT lets users pay using traditional internet banking with South Africa's six main banks; ABSA, FNB, Standard Bank, Nedbank, Capitec Bank and Investec. The electronic funds transfer (EFT) is instantly verified ("instant EFT"). There are no waiting periods, proof of payment is not required and no financial information is disclosed to us, the merchant (website providers). Please note that you must have an active bank account with one of the six banks listed here in order to use this method.

Credit cards

Credit cards, one of the most widely used online payment methods, allow us to accept local payments, using Visa and Mastercard credit cards.

Fraud

In the interest of preventing fraud, Syniva Health reserves the right, to refuse, to accept, or process payment for any order and/or to cancel any purchase, partially or completely.

We also reserve the right to blacklist the user from the website should we suspect that the user is fraudulently and unlawfully distributing the goods purchased from the website.

In such instances Syniva Health will provide notice to the user and only be liable to refund monies already paid by the user.

Syniva Health accepts no liability which may arise as a result of such blacklisting and/or refusal to process any order.

In the event of a fraudulent purchase being made on the website, the cardholder is recommended to initiate a chargeback via their bank in order to be reimbursed.

Syniva Health will not process refunds for orders that are suspected of fraud.

Security Policy

Syniva Health is committed to providing secure online services. Encryption is used to protect the transmission of personal information when completing online transactions, and all encryption complies with international standards. We do not store or have access to users' credit card details or other confidential payment details that could potentially be used for fraudulent or malicious purposes.

16. UPDATING 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 and without prior notice. Alterations

to these terms and conditions will become effective upon such changes being posted to this website. It is the user's responsibility to periodically check these terms and conditions on this 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 alterations.

Your continued use of this website following the posting of changes to these terms will mean that you accept those changes. You agree not to use the site or any materials you may obtain through the site in a manner that violates any law. You also agree not to use the site to stalk, harass, or harm another individual, to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity. You further agree not to interfere with or disrupt the site, servers or networks connected to the site or to use any data mining, robots, or similar data gathering or extraction methods or attempt to gain unauthorized access to any portion of the site or any other accounts, computer systems, or networks connected to the site, whether through hacking, password mining, or any other means. We may terminate or restrict your use of this site, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these terms or (ii) engaged in illegal or improper use of this site.

17. CONTACT

Syniva Health, Sonkring, Brackenfell, 7560.

Contact: **083 565 2365** or Email: **info@syniva.co.za**