

## **Terms of Service and Conditions**

Welcome to our web site (the “www.lushcabanas.com”). This Site is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions and notices contained below (the “Agreement”). Please read them carefully. By using or accessing this Site or submitting an order through this Site, you indicate that you have read and understand this Agreement, and agree to be bound by the terms and conditions contained herein. If you do not accept this Agreement, do not access and use the Site. We may revise this Agreement at any time without notice. We encourage you to review the Site and these terms periodically for any updates or changes.

### **1. Privacy Statement**

We recognize, respect, and protect the privacy of our customers. Your privacy and personal information are held in trust when you shop online with us. Our customer’s order information stays with us and our third party licensors – no one else will see it. Although we do not sell, rent, trade or share personal information regarding or provided by our customers, when visiting our site, third parties may place cookies on user’s browsers for targeted advertising purposes. The information collected by these cookie identifiers will determine your IP address and your website activity. This data may be used by third parties to better target advertising on other sites based on the user’s online activity. Users can opt out of receiving targeted advertising by visiting the DAA opt-out site [www.aboutads.info](http://www.aboutads.info) or the NAI opt-out site at [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices). This does not apply to your personal data which we may require for an appointment or purchase. Any information received by us is held with the utmost care and security. All information is stored on a secured server and is not accessible to other third parties. If you do not wish your information to be processed online you do have the option of placing an order over the phone. We use customer information for the sole purpose of processing your order or contacting you if necessary. We do provide you with the option of receiving special promotions and offers from the Site via e-mail or US mail when you are setting up your account.

## 2. Indemnity

By using this Site, you agree to indemnify, defend and hold us, our licensors, and our parent company, subsidiaries and affiliates, including our officers, directors, employees, and agents, harmless from and against any and all liability, claims, costs and expenses (including without limitation reasonable legal fees and expenses), alleging or resulting from your use of the Site, Our Products & Services in violation or breach of this Agreement. By submitting an order to us, you agree to defend, indemnify and hold us, our licensors, and our parent company, subsidiaries and affiliates, including our officers, directors, employees, and agents, harmless from and against any and all liability, claims, costs and expenses (including reasonable legal fees and expenses) in any action by any third party based on a claim that you infringed such third parties intellectual property rights.

All content on this Site, including but not limited to the arrangement and assembly of the Site, text, graphics, logos, button icons, images and software (collectively "Content"), is copyrighted as original works of authorship, or used with the express permission of the copyright and therefore is protected by R.S.A. and international copyright laws. This Site and the Content may be used only to design and order printed material from us or our authorized affiliates. Any other use, including but not limited to, reproduction, modification, distribution, redistribution, publication, or republication of any or all of the Content on this Site is strictly prohibited. Trademarks registered to any third party and credited to the same are excluded from this paragraph.

The Content, this Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any purpose, commercial or otherwise, that is not expressly permitted by us in writing.

## 3. Personal and Non-Commercial Use Limitation

This Site is for your personal non-commercial use. The Site and the Content may only be used as a shopping resource. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Content, information, software, products, or services obtained from this Site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services. 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. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### 4. Disclaimer and Limitation of Liability

You expressly agree that use of this site is at your sole risk. Except as expressly provided herein, we and our third party licensors provide this site on an “as is” basis. Neither we nor our third party licensors make any representations or warranties of any kind, express or implied, as to the operation of the site or the products and services offered on this site. We and our third party licensors disclaim all other warranties, express or implied, of any kind with respect to the products and services sold on this site. In no event will we or our third party licensors be liable for any damages of any kind arising from the use of this site and purchase of our products and service, including, but not limited to, compensatory, special, indirect, incidental, punitive, and/or consequential damages.

We and our licensors explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the site from third parties not associated with us.

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### Visitation & Liability Disclaimer

All clients and visitors to Lush Cabanas Wellness Spa enter the property, including parking areas, entirely at their own risk. We do not accept responsibility for loss, theft, damage, or injury that may occur while on our premises.

Use of our facilities, services, and treatments (including those provided by our therapists) is at the sole responsibility of each client. While we take every care to ensure a safe and professional environment, Lush Cabanas Spa and its staff cannot be held liable for any personal injury, health concerns, or damages arising from the use of our services or facilities.

Clients are encouraged to disclose any relevant medical conditions, allergies, or concerns prior to treatments to ensure the best and safest possible experience.

## 5. Termination

These terms are effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Site. If at any time after such termination you return to the Site, your reuse of the Site will constitute a re-acceptance of the Agreement.

YOU AGREE THAT NEITHER WE NOR OUR THIRD PARTY LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE.

## 6. Copyright Notice

All Rights Reserved. Any rights not expressly granted herein are reserved.

## 7. Prohibited uses

In addition to the restrictions outlined in these Terms of Service, you may not use our site or its content for the following purposes:

- (a) For any unlawful activity or to encourage others to engage in unlawful acts.
- (b) To violate any international, national, provincial, or local laws or regulations.
- (c) To infringe on our intellectual property rights or those of others.
- (d) To harass, abuse, insult, harm, defame, slander, intimidate, or discriminate against others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- (e) To provide false, misleading, or fraudulent information.
- (f) To upload or share viruses, malware, or other harmful code that could impact the functionality of the Service, related websites, or the wider Internet.
- (g) To attempt to collect, track, or misuse the personal information of others.
- (h) To send spam, phishing attempts, or engage in scraping, crawling, or other unauthorized data collection.

- (i) For obscene, offensive, or immoral purposes.
- (j) To interfere with or bypass the security features of the Service, related websites, or the Internet.

We reserve the right to suspend or terminate your use of the Service or any related website if you engage in any prohibited activities.

## 8. Communication Disclaimer

The communications made through this web page should not be construed as an offer to sell a franchise in, nor are the communications directed by or on behalf of Company to the residents of, any jurisdiction that requires registration of a franchise prior to offering and selling the franchise in that jurisdiction. No franchises will be sold to any resident of any such jurisdiction and the required Disclosure Document, if any, has been delivered to the prospective franchisee before the sale in compliance with applicable law. Nothing in this disclaimer should be construed as a waiver of any applicable exemption provisions that may be available to the Company.

Some images on our website are used as illustrative or inspirational purposes and not for the assumption of the actual product or service, as some variation in colour, batch or contents may occur during production. If any consistent irritation occurs, please discontinue usage. Products and services offered are not a replacement of medicinal treatments or advice but rather suggested alternative supplements or suggested regime. **Please seek professional Healthcare advice before usage or if any doubt, especially if you're taking chronic medication or have allergies or are pregnant or breastfeeding.**

## 9. Discount & Vouchers Terms and Conditions

The buyback discount & vouchers offer must be confirmed while online at: [www.lushcabananas.com](http://www.lushcabananas.com); unconfirmed offers will not be honoured.

The stated discount or voucher should be applied at checkout by the customer and not presumed to be applied by the website automatically. Our site, subsidiaries and affiliates, including our officers, directors, employees, and agents, ambassadors will not be held accountable under no circumstances for credit or refund if the said discount or voucher was not applied by the

customer at check out. We reserve the right to cancel, renew or expire the terms of discount & vouchers and the discount or voucher itself without any notice. It is advisable for the consumer / client to determine if the discount or voucher is still applicable before checkout.

## 10. Our Rights

Not with-standing anything contained in this Agreement to the contrary, we and our third party licensors may elect to electronically monitor areas of the Site and may disclose any information, records, or electronic communication of any kind to:

- Satisfy any law, regulation, or government request; or
- protect our rights or property or the rights of users, sponsors, providers, licensors, licensees, vendors, or merchants.
- we are notified of allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request removal of such content from the Site.

We may terminate or suspend your access to the site without notice for any conduct we believe in our sole discretion is violating of this agreement or any applicable law or is harmful to our interests.

We reserve the right to limit quantities of items or services purchased by each customer.

## 11. User comments, feedback & submissions

We welcome your feedback and ideas! By sending us comments, suggestions, creative ideas, proposals, or other materials (whether requested by us or shared voluntarily online, by email, mail, or otherwise), you agree that we may use them in any way we choose. This may include editing, publishing, translating, or sharing them across different platforms, without any restriction or obligation to you.

Please note:

- We are not required to keep your comments confidential.
- We are not required to provide compensation for your submissions.

- We are not obligated to respond to every submission.

We reserve the right (but are not obligated) to monitor, edit, or remove content that we believe is offensive, unlawful, misleading, threatening, defamatory, obscene, or that infringes on intellectual property or our policies.

By submitting content, you confirm that:

- Your comments do not infringe on the rights of any third party (including copyright, trademarks, or privacy rights).
- Your comments do not contain harmful, abusive, unlawful, or obscene material, viruses, or malware.
- You will not misrepresent yourself, use a false identity, or provide misleading information about the source of your comments.

You are solely responsible for the comments you make and their accuracy. We accept no liability for comments posted by you or by others.

## **12. Errors, Inaccuracies & Updates**

We do our best to ensure that all product details, pricing, and availability information on our website and in our Service are accurate. However, occasional errors, inaccuracies, or omissions may occur. These may relate to product descriptions, promotions, offers, pricing, shipping charges, or delivery times.

If we identify an error, we reserve the right to correct or update the information at any time, and to adjust or cancel orders if necessary—even after an order has been placed.

Please note that we are not required to update or revise information in the Service or on related websites unless required by law. The absence of a stated update or refresh date does not mean that all details on the site are fully current.

## **13. Jurisdiction and Venue**

By using this Site, you agree that any legal action brought against us or our third party licensors shall be governed by the laws of the South Africa without

regard to its conflict of laws principles. By using this Site you agree that the sole jurisdiction and venue for any litigation arising from your use of this Site shall be an appropriate South Africa state court. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

## 14. General

These section titles in this Agreement are for convenience only and have no legal or contractual effect. You agree that no agency, joint venture or partnership relationship exists between you and us as a result of this Agreement or use of this Site.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and us with respect to this Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.