

GreenSpa.Africa Website terms and Conditions

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE GREENSPA.AFRICA WEBSITE OR ANY PART THEREOF, INCLUDING ITS ASSOCIATED TOOLS, hereinafter collectively referred to as the "GSA site".

1. GENERAL

We are a specialist sustainability advisor in the tourism and wellness industries.

2. PERMITTED USE

2.1 You may view, download and print the content of the GSA site, provided that such content is only used for personal, business, educational and/or non-commercial purposes.

2.2 You may quote reasonable portions of content available from the GSA site only if such quote is placed in inverted commas and its origin acknowledged.

2.3 You may not:

2.3.1 use the GSA site in any way that is in itself unlawful, fraudulent or harmful or is in connection with any unlawful, fraudulent or harmful activity;

2.3.2 take any action that may cause damage to the GSA site or impairment of the performance, availability or accessibility of the GSA site;

2.3.3 republish, redistribute, sell or rent, show in public or exploit any material from the GSA site for commercial purposes;

2.3.4 conduct any systematic or automated data collection activities on the GSA site;

2.3.5 use our e-sites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any malicious computer software or spyware.

2.4 We reserve the right to restrict access to areas of the GSA site, or indeed our whole website, at our discretion and you may not circumvent or bypass, or attempt to circumvent or bypass, any such access restriction measures.

3. BREACH

If you use content from the GSA site or act in any other way in breach of these terms and conditions, we:

3.1 reserve the right to claim damages from you;

3.2 reserve the right to institute criminal proceedings against you; and

3.3 shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by you or any third party who obtained any content from you.

4. INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the GSA site, including copyright (design elements, software, databases, text, graphics, icons and the like) and trademarks, are either our property or licensed to us and as such, are protected against infringement by domestic and international legislation and treaties. Subject to the use permitted in paragraph 2, our intellectual properties may not be used.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the GSA site is classified as "electronic transactions" in terms of the ECT Act. You have the rights detailed in Chapter 7 of the ECT Act and we have a duty to disclose the following information:

5.1 The full name and legal status of the website owner: Charne le Roux trading as GreenSpa.Africa;

5.2 Physical address for receipt of legal service: Unit 13, Lutomburg Building, 18 Keerom street, Cape Town, South Africa;

5.3 Main business: GreenSpa.Africa advises, creates and implement sustainability practices in the wellness industry. It also connects sustainable spas in Africa;

5.4 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

5.4.1 access to the GSA site;

5.4.2 the inability to access the GSA site;

5.4.3 the services and content available from the GSA site; or

5.4.4 these terms and conditions,

shall first be referred to mediation between the parties and their legal representatives. Failing resolution through mediation, the High Court of South Africa has jurisdiction;

5.5 Cooling-off period: In terms of the operation of Section 42(2)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to the GSA site; and

5.6 You may lodge complaints concerning the GSA site by sending an email to charne@greenspa.africa.

6. CHANGES AND AMENDMENTS

We reserve the right to do any of the following, at any time without prior notice:

6.1 Change these terms and conditions, or the content and/or services available from the GSA site, or the software and hardware required to access and use the GSA site.

6.2 Discontinue any aspect of the GSA site or service(s) available from it.

7. YOUR ACCOUNT

7.1 In order to use some of the tools on the GSA site you will be requested to open an account by completing and submitting the account registration form provided to you, and clicking on the verification link in the email that we will also send to you.

7.2 The information that you will be requested to provide will include a User name, password and personal PIN number. The personal PIN number adds an extra level of protection to your account.

7.3 You must ensure that all the information you supply to us through the GSA site is true, accurate, current, complete and not misleading. The User name that you will be asked to provide must also not be liable to mislead and must not be in connection with the impersonation of any person.

7.4 You must keep your password and personal PIN confidential and you may not allow any other person to use your account to access the GSA site.

7.5 You must notify us in writing immediately if you become aware of any unauthorised use of your account or if you become aware of any disclosure of your password or personal PIN.

7.6 You may not use any other person's account to access the GSA site.

7.7 You are responsible for any activity on the GSA site arising out of any failure to keep your password or personal PIN confidential, and may be held liable for any losses arising out of such a failure.

7.8 We may suspend, cancel or edit your account details at any time, in our discretion, without notice or explanation.

7.9 You may cancel your account on the GSA site at any time by using your account control panel.

8. PAYMENTS

8.1. We accept payment via Visa, MasterCard, Diners or American Express Cards or by bank transfer into our bank account, the details of which will be provided on request.

8.2 Our card transactions will be actioned via PayGate (Pty) Ltd as an approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and none of your card details are stored on our e-sites. You may go to www.paygate.co.za to view its security certificate and security policy.

8.3 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. The transaction currency is South African Rand (ZAR).

9. PRIVACY

9.1 We shall take all reasonable steps to protect your personal information and for the purpose of this paragraph, "personal information" shall be defined as set out in the Protection of Personal Information Act, 2013 (POPI Act), (the Act may be downloaded here: [POPI Act](#))

9.2 We may electronically collect, store and use the following information from you:

9.2.1 Name and surname;

9.2.2 Contact numbers and email addresses;and

9.2.3 IP address.

9.3 We collect, store and use the above mentioned information for the following purposes:

9.3.1 Communicate requested information to you; and

9.3.2 To compile non-personal statistical information.

9.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by you. You may determine cookie use independently through your browser settings.

9.5 We may collect, maintain, save, compile, share and disclose any information collected from you, subject to the following provisions:

9.5.1 We shall not disclose personal information from you without your permission;

9.5.2 We shall disclose information without your consent only through due legal process; and

9.5.3 We may compile, use and share any information that does not relate to any specific individual or business.

9.6 We own and retain all rights to non-personal statistical information collected and compiled by us.

10. SECURITY

10.1 While we shall take all reasonable steps to secure the content of the GSA site, as well as the information provided by and collected from you arising from your permitted use of the GSA site, we do not provide any warranties in that regard.

10.2 We are under no legal duty to encrypt any content or communications from and to the GSA site and are also under no legal duty to provide digital authentication of any page on the GSA site.

10.3 Hyperlinks to the GSA site from any other source shall be directed at our home page. We shall not be liable for any damage or liability that resulted from the use of the GSA site, if such content was accessed through a hyperlink not directed at the home page. That is because deep links bypass these terms and conditions.

10.4 We may provide hyperlinks to websites not controlled by us and such links do not imply any endorsement, agreement on or support for the content of such sites. Also, as we do not control the content on such sites we shall not be liable, in any manner, for the access to, inability to access or content available on or through such sites.

10.5 Notwithstanding criminal prosecution, any person who delivers any damaging code to the GSA site, whether on purpose or negligently, shall, without any limitation, indemnify and hold us harmless against any consequential liability, damages and losses we may suffer.

10.6 If you commit any of the offences detailed in sections 85 to 88 of the ECT Act you shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by us.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act and as far as permissible by law, we (including our owner, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

11.1.1 access to or inability to access the GSA site;

11.1.2 access to or inability to access the GSA site;

11.1.3 content or services available on the GSA site;

11.1.4 any other reason not directly related to the GSA site our gross negligence.

11.2 The GSA site is supplied on an "as is" basis and have not been compiled to meet your individual requirements. It is your responsibility to satisfy, prior to entering into this agreement with us, that the content available from and through the GSA site meets your requirements and is compatible with your computer hardware and/or software.

11.3 We do not provide any warranties that content and services available from the GSA site will in all cases be true, correct or free from any errors. We shall take all reasonable steps to ensure the quality and accuracy of content available from the GSA site.

11.4 We do not provide any warranties that the GSA site shall be available at all times. You acknowledge that the GSA site may be unavailable due to updates or other causes beyond our reasonable control, including, but not limited to, virus infection, unauthorised access, power failure or other *vis major*.

12. REMOVAL AND CORRECTION OF CONTENT

We encourage you to report false, inaccurate, defamatory, illegal, infringing and/or harmful content available from the GSA site to us and we undertake to correct and/or remove such content or any part thereof.

13. INTERCEPTION OF COMMUNICATIONS

13.1 Subject to the provisions of the Regulation of Interception of Communications Act 2002 (RIC Act), (the Act may be downloaded here: [RIC Act](#)), you agree to our right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by you to the GSA site and our employees.

13.2 You also agree and acknowledge that the consent that you provide above, in paragraph 12.1, satisfies the "writing" requirement as stipulated in the ECT and RIC Acts respectively.

14. ENTIRE AGREEMENT AND SEVERABILITY

14.1 These terms and conditions constitute the entire agreement between us and it shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by us from you.

14.2 Our failure to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

You agree with us that:

15.1 You shall be bound to these terms and conditions and that this agreement is concluded in Cape Town (South Africa) and on the date and time that you enter the GSA site for the first time.

15.2 Data messages (as defined in the ECT Act) addressed by you to us shall only be deemed to have been received if and when responded to.

15.3 Data messages (as defined in the ECT Act) addressed by you to us shall be deemed to have been created and sent by you from within the geographical boundaries of South Africa.

15.4 Data messages (as defined in the ECT Act) addressed to you by us shall be deemed to be received by you as provided in Section 23(b) of the ECT Act.

15.5 Electronic signatures, encryption and/or authentication are not required for valid electronic communications between us.

15.6 You agree and warrant that data messages that are sent to us from a computer, IP address or mobile device normally used by or owned by you, were sent and/or authorised by you personally.

16. GOVERNING LAW

The GSA site is hosted, controlled and operated from the Republic of South Africa and therefore South African law enforced by the South African courts governs the use or inability to use the GSA site, its content, services and these terms and conditions.