

TERMS OF SERVICE

Dr J Skincare (Pty) Ltd with registration number 2021/148078/07 (hereinafter referred to as “Dr J Skincare”) is the proprietor of Derma Natura™, a trade mark owned by Dr J Skincare. Dr J Skincare provides the content and services on the website www.dermanatura.co.za (hereinafter referred to as the "Site") subject to the following terms of service. These include our Privacy Policy and other terms and conditions and policies that may be found throughout our Site, relating to specific functionality, features, or promotions, as well as customer service. All these elements are considered part of and are included within these terms and conditions, collectively referred to as the "Terms of Service."

1. General Terms of Service

- 1.1. Before you start using our Site, we recommend taking the time to carefully read and understand these Terms of Service. These terms outline the rules and regulations governing your use of our Site and are designed to ensure a fair and safe online environment for all users.
- 1.2. These Terms of Service (“Terms”) apply to your use of the Dr J Skincare and/or Derma Natura™ Site, including any related websites, mobile applications, and services provided by Dr J Skincare and/or Derma Natura™ (“we” or “us”). By accessing our Site or making a purchase from us, you are indicating your acceptance of these Terms and agreeing to comply with them.
- 1.3. Your use of our Site is contingent upon your acceptance of these Terms, which establish the terms of our relationship with you, the user. As used in these Terms, “you” or “user” refers to any individual or entity that accesses, uses, or contributes content to our Site.
- 1.4. Our Site is based in the Republic of South Africa, and as such, these Terms are governed by the laws of the Republic of South Africa. By accessing our Site, you agree to submit to the jurisdiction of the courts of the Republic of South Africa in any legal proceedings arising from or related to your use of the Site.
- 1.5. These Terms represent a legal agreement between you and Dr J Skincare and/or Derma Natura™. By accessing or using our Site, you are acknowledging your acceptance and agreement to abide by these Terms. If you do not agree to these Terms, please refrain from using our Site.
- 1.6. Your use of our Site is entirely at your own risk. You acknowledge and agree that Dr J Skincare and/or Derma Natura™ shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use or inability to use our Site.
- 1.7. We reserve the right to refuse service to anyone for any reason at any time. We may also terminate or suspend your access to our Site without prior notice if we believe that your

conduct violates these Terms or is harmful to other users or to Dr J Skincare and/or Derma Natura™.

- 1.8. These Terms may be updated or revised from time to time. It is your responsibility to review these Terms periodically for changes. Your continued use of our Site following the posting of any changes to these Terms constitutes acceptance of those changes.
- 1.9. If you have any questions or concerns about these Terms of Service, please do not hesitate to contact us at info@dermanatura.co.za. Our team is dedicated to providing assistance and addressing any issues you may have regarding our Site and its use.

2. Online Store Terms

- 2.1. By agreeing to these Terms of Service, you affirm that you are of legal age in your province or state of residence, or that you have reached the age of majority in your province or state of residence and have given consent for any of your minor dependents to use this Site.
- 2.2. While we strive to provide accurate and up-to-date information on the Site, it is advisable to verify information from other sources before making decisions based on the information provided here.
- 2.3. You agree not to use our products or services for any illegal or unauthorized purposes and to comply with all applicable laws in your jurisdiction, including copyright laws.
- 2.4. You agree that Dr J Skincare and/or Derma Natura™ can act on instructions that appear to come from you, even if they are from someone impersonating you, unless you inform Dr J Skincare and/or Derma Natura™ of any irregularities.
- 2.5. You agree not to reproduce, sell, or exploit any part of the service without express written permission from Dr J Skincare and/or Derma Natura™
- 2.6. Your content (excluding debit/credit card information) may be transmitted unencrypted over networks and may be subject to changes to conform to technical requirements. Debit/credit card information is always encrypted during transfer over networks. See paragraph 8.2.
- 2.7. You must not transmit any worms or viruses or any code of a destructive nature.
- 2.8. Violation of any of these Terms of Service will result in the immediate termination of our services.
- 2.9. Products offered on the Site are not intended to diagnose, treat, cure, or prevent any disease.
- 2.10. Any product recommendations provided on the Site do not constitute professional or medical advice. Users should seek advice from qualified professionals.

- 2.11. The content on the Site is for general information purposes only and should not be relied upon as advice. You should seek professional advice before taking any action based on the content.
- 2.12. No medical or health decisions should be made based on reviews or testimonials on the Site. Dr J Skincare and/or Derma Natura™ makes no warranty regarding the accuracy or sufficiency of information contributed by outside sources.
- 2.13. Information and materials uploaded by other users on the Site have not been verified by us. The views expressed by other users do not represent our views.
- 2.14. We do not warrant the performance, effectiveness, or applicability of any materials listed or linked to on the Site.
- 2.15. We are not responsible for any inaccuracies or incompleteness of information on the Site. The material on the Site is provided for general information only and should not be relied upon without consulting more accurate sources.
- 2.16. The Site may contain historical information, which is provided for reference only. We reserve the right to modify the contents of the Site at any time.
- 2.17. Occasionally, there may be errors or inaccuracies in the information on the Site and we reserve the right to correct any errors, inaccuracies, or omissions and to change or update information without prior notice.
- 2.18. We have no obligation to update or clarify information on the Site, except as required by law.
- 2.19. You are prohibited from using the Site for unlawful purposes or to violate any laws or regulations. We reserve the right to terminate your use of the Service for violating any of these prohibitions.
- 2.20. It is your responsibility to monitor changes to the Site.

3. Your Account, Termination and Suspension

- 3.1. Subject to the age restrictions outlined above, you can access and use many features of the Site without registering an account, including making purchases. However, to access and use certain parts of the Site, you may need to register an account with us.
- 3.2. It is your responsibility to maintain the confidentiality of your account, username, and password, and to restrict access to your computer. If you suspect unauthorized use of your password or account, please notify us immediately at accounts@dermanatura.co.za.
- 3.3. You must provide and maintain current, complete, accurate, and truthful information on your account. You agree to accept responsibility for all activities that occur under your account, username, and/or password, whether authorized by you or not, or due to your failure to maintain sufficient security over your account, username, and/or password.

- 3.4. If you are accessing and using the Site on behalf of someone else, you represent that you have the authority to bind that person to all Terms of Service provided herein. If you do not have such authority, you agree to be bound by these Terms of Service and accept liability for any harm caused by any wrongful use of the Site or content resulting from such access or use.
- 3.5. You can cancel your online account at any time. We reserve the right, to the extent permitted by applicable law, to refuse service and/or terminate accounts without prior notice for violation of these Terms and Service, or if your account is inactive for an extended period, or if we decide, in our sole discretion, that it would be in our best interest to do so. Should you wish to cancel your online account, please notify us at accounts@dermanatura.co.za.

4. User Content

- 4.1. By submitting or uploading any content, including but not limited to text, images, videos, reviews, comments, or any other material (collectively, "User Content") on our Site, you retain ownership of your User Content. However, by submitting User Content, you grant Dr J Skincare and/or Derma Natura™ and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content in connection with the operation and promotion of Dr J Skincare and/or Derma Natura™ and its products.
- 4.2. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to grant the above-mentioned rights to your User Content. You further agree that your User Content will not contain any material that is unlawful, defamatory, obscene, offensive, or otherwise objectionable, and that it will not infringe upon the rights of any third party, including intellectual property rights, privacy rights, or publicity rights.
- 4.3. Dr J Skincare and/or Derma Natura™ respects your privacy and will not disclose your User Content to third parties without your consent, except as required by law or as necessary to protect the rights, property, or safety of Dr J Skincare and/or Derma Natura™, its customers, or the public.
- 4.4. You understand and agree that any User Content you submit may be publicly available and accessible to other users of the Site. You are solely responsible for your User Content and any consequences of submitting it. Dr J Skincare and/or Derma Natura™ disclaims any liability for User Content submitted by users of the Site.
- 4.5. By submitting User Content, you agree to indemnify, defend, and hold harmless Dr J Skincare and/or Derma Natura™ and its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to your User Content, including but not limited to any claims of infringement of intellectual property rights or violation of privacy rights.

- 4.6. If you want to remove some of your public User Content, such as your posted ratings and reviews, from the Site or our mobile apps, please email us at accounts@dermanatura.co.za. In your deletion request, include your first name, last name, username/screen name (if applicable), email address linked to our Site and/or mobile apps, your reason for deleting the post, and the date(s) of the post(s) you want to delete. We may not be able to fulfill your deletion request if you do not provide this information. Please allow up to 30 business days for us to process your request.
- 4.7. This User Content clause shall survive the termination or expiration of these Terms of Service.

5. Third-Party Links

- 5.1 Our Site may contain links to third-party websites. We are not responsible for the content or privacy practices of these websites.

6. Intellectual Property

- 6.1. The Site's contents, known as Site Content, are protected by copyright and trade mark laws. This includes materials like information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, trade names, logos, trade marks, designs, and service marks. The Site Content is either owned by Dr J Skincare and/or Derma Natura™ or licensed from third parties.
- 6.2. Dr J Skincare and/or Derma Natura™ retains copyright in the Site and all current and future content that is not owned by third parties.
- 6.3. Dr J Skincare and/or Derma Natura™ grants the User a limited, non-exclusive, non-transferable, and revocable right to access, display, use, download, and copy the current and future content of the Site for personal, non-commercial, and informational purposes only, subject to these Terms.
- 6.4. The Site and its contents may not be reproduced, duplicated, copied, resold, or used for any commercial purpose without the express prior written consent of Dr J Skincare and/or Derma Natura™.
- 6.5. Dr J Skincare and/or Derma Natura™ is not responsible for any mistakes, omissions, interruptions, or delays in the content or any damage that results from your use of the Site.

7. Products

- 7.1. The Site is designed for viewing and purchasing products from Dr J Skincare and/or Derma Natura™.
- 7.2. Efforts have been made to accurately display product colours and images, but we cannot guarantee accurate colour representation on computer or mobile displays.
- 7.3. We reserve the right to limit sales of products or services to certain individuals, regions, or jurisdictions, and may do so on a case-by-case basis. We also reserve the right to limit quantities of products or services offered.
- 7.4. Product descriptions and pricing are subject to change without notice, and we may discontinue products at any time. Offers for products or services on the Site are void where prohibited.
- 7.5. We do not guarantee that purchased products, services, information, or other materials will meet your expectations, or that any errors in the service will be corrected.
- 7.6. To the fullest extent permitted by law, Dr J Skincare and/or Derma Natura™ provides no warranties, express or implied, regarding merchantability, fitness for purpose, or the results of product use.
- 7.7. Product prices are subject to change without notice.
- 7.8. We are not liable to you or any third party for any modifications, price changes, suspensions, or discontinuations of products.
- 7.9. It is recommended to conduct a patch test before using any Dr J Skincare and/or Derma Natura™ products. Discontinue use immediately and seek medical attention if a patch test causes adverse skin reactions.

8. Orders, Payments and Delivery

- 8.1. All payments for products or services purchased through our Site must be made in South African Rand (ZAR) unless otherwise specified.
- 8.2. All payments for products or services purchased through our Site will be facilitated by PayFast.
 - 8.2.1. PayFast ensures top-tier security for online payments.
 - 8.2.2. With a Thawte EV SSL encryption certificate, PayFast offers exceptionally secure payment processing.

- 8.2.3. Acting as a proxy between buyer and bank, PayFast streamlines and secures the payment process for both parties.
 - 8.2.4. PayFast does not retain your online banking login information.
 - 8.3. When you make a payment using your debit/credit card for your order, we will debit your card once the relevant authorizations are confirmed. The funds received will be treated as a deposit for the goods you wish to purchase. After dispatching the goods, the deposit will be considered as payment for your purchase.
 - 8.4. If payment is made by debit/credit card, Dr J Skincare and/or Derma Natura™ may need additional information to authorize or verify the payment. We reserve the right to withhold delivery until we receive the necessary information and obtain authorization. Failure to provide authorization will result in the cancellation of your order.
 - 8.4.1. By using the debit/credit card provided, you warrant that you are authorized to make the purchase and that there are sufficient funds available to cover the costs incurred on the Site.
 - 8.5. Once Dr J Skincare and/or Derma Natura™ accepts your order and payment has been processed, we will send you a dispatch notice and deliver the goods to you within 10 calendar days of receiving your payment (“Delivery Period”).
 - 8.6. If we are unable to deliver the goods within the Delivery Period, we will notify you. You may then choose to cancel your order within 5 calendar days of receiving such notification. If you cancel your order, we will refund you for the purchase price of the goods.
 - 8.7. Dr J Skincare and/or Derma Natura’s™ obligation to deliver goods to you is fulfilled once the goods are delivered to the physical address you provided for delivery.
 - 8.8. We will provide a delivery notice to confirm that delivery to the nominated address has been completed.
 - 8.9. Dr J Skincare and/or Derma Natura™ is not responsible for any loss or unauthorized use of goods after they have been delivered to the physical address you provided.
 - 8.10. You may cancel an order at any time before receiving a dispatch or delivery notice. After delivery (or a delivery/dispatch notice), you may only cancel an order by returning the goods in accordance with the Returns policy <https://www.test.dermanatura.co.za/wp-content/uploads/2024/04/Rufund-and>Returns-Policy-Derma-Natura.pdf> on the Site.
 - 8.11. We reserve the right to refuse any order and may limit or cancel quantities purchased per person, per household, or per order. This includes orders placed using the same customer account, debit/credit card, or billing/shipping address. If we make a change to or cancel an order, we will attempt to notify you using the email and/or billing address/phone number provided at the time of the order. We also reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.
 - 8.12. You agree to provide current, complete, and accurate purchase and account information for all purchases made on our store. You agree to promptly update your account and other

information, including your email address and credit card numbers and expiration dates, to ensure that we can complete your transactions and contact you as needed.

- 8.13. See Dr J Skincare and/or Derma Natura's™ [Shipping & Delivery Information](https://www.test.dermanatura.co.za/wp-content/uploads/2024/04/Rufund-and>Returns-Policy-Derma-Natura.pdf).
<https://www.test.dermanatura.co.za/wp-content/uploads/2024/04/Rufund-and>Returns-Policy-Derma-Natura.pdf>

9. Refunds and Returns

9.1 We strive to provide high-quality products and services. If you are not satisfied with your purchase, please contact us for a refund or return.

- 9.2. See Dr J Skincare and/or Derma Natura's™ [Refunds & Returns Policy](https://www.test.dermanatura.co.za/wp-content/uploads/2024/04/Rufund-and>Returns-Policy-Derma-Natura.pdf).
<https://www.test.dermanatura.co.za/wp-content/uploads/2024/04/Rufund-and>Returns-Policy-Derma-Natura.pdf>

10. Testimonials

- 10.1. Written testimonials submitted via Dr J Skincare and/or Derma Natura's™ Site or contact form may be used for marketing purposes.
- 10.2. We may use the customer's first name and skin type or condition to promote our services or products on our Site, email subscribers list, and social media.
- 10.3. We will not distribute photographic testimonials or disclose any other personal information without the customer's prior written consent.

11. Disclaimer of Warranties and Limitation of Liability

- 11.1. Dr J Skincare and/or Derma Natura™ cannot guarantee that the service will always be accurate or reliable. Factors such as technical issues, updates, or human error may affect the accuracy of the service. Users should use their discretion and consider consulting other sources when making decisions based on the information provided.
- 11.2. Dr J Skincare and/or Derma Natura™ reserves the right to remove or cancel the service at any time and without prior notice. This could occur due to various reasons, such as changes in business direction, legal requirements, or technical issues. Users should be aware of this possibility when relying on the service for their needs.

- 11.3. Your use of the Site and Dr J Skincare and/or Derma Natura™ products is entirely at your own risk. While Dr J Skincare and/or Derma Natura™ strives to provide a safe and reliable service, there are inherent risks associated with using any online platform or product. Users should exercise caution and take necessary precautions to protect themselves and their information.
- 11.4. The Site and its contents are provided "as is," meaning that Dr J Skincare and/or Derma Natura™ does not make any express or implied warranties regarding the accuracy, reliability, or completeness of the information provided. Users should verify any important information and not solely rely on the Site for decision-making.
- 11.5. While Dr J Skincare and/or Derma Natura™ endeavours to maintain the functionality of the Site, we cannot guarantee that it will be uninterrupted or error-free. Technical issues, maintenance, or other factors beyond our control may cause disruptions in the service. Users should be prepared for such occurrences and report any issues to Dr J Skincare and/or Derma Natura™ for resolution.
- 11.6. Dr J Skincare and/or Derma Natura™ is not responsible for the behaviour or actions of Users, whether on or off the Site. Users are expected to adhere to the Terms of Service and conduct themselves in a respectful and lawful manner. Any disputes or issues arising between Users are their sole responsibility.
- 11.7. Dr J Skincare and/or Derma Natura's™ liability for any losses, claims, actions, or damages related to the Site is limited to the amount paid by the User to Dr J Skincare and/or Derma Natura™ in the calendar year. This limitation of liability applies to direct, indirect, incidental, consequential, special, or punitive damages.
- 11.8. Users agree to indemnify Dr J Skincare and/or Derma Natura™, its owners, directors, employees, officials, agents, suppliers, or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party. This includes any claims, damages, losses, or expenses arising from your use of the Site, breach of these terms, disputes with other Users, violation of applicable laws or regulations, inaccurate information, or use of products obtained through the Site.

12. Severability

- 12.1 If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision will still be enforceable to the fullest extent permitted by law. The unenforceable part will be deemed severed from these Terms, but it will not affect the validity and enforceability of the remaining provisions.

13. Legal Disclosure

- 13.1 Access to services, content, software, and downloads on the Site falls under "electronic transactions" per the Electronic Communications & Transactions Act 25 of 2002 ("ECT Act"). Users have rights as detailed in Chapter 7 of the ECT Act.
- 13.2. The proprietor of Derma Natura™ is Dr J Skincare (Pty) Ltd with registration number 2021/148078/07.
- 13.3. The physical address of Dr J Skincare (Pty) Ltd is 13 Lantau, 58 Anthony Road, Umgeni Park, Durban, KwaZulu-Natal, 4051, South Africa.
- 13.4. Dr J Skincare and/or Derma Natura's™ website is www.dermanatura.co.za
- 13.5. Dr J Skincare and/or Derma Natura's™ e-mail address is info@dermanatura.co.za.
- 13.6. Disputes regarding access to the Dr J Skincare and/or Derma Natura's™ Site, inability to access the Site, services and content, or these Terms of Service, shall be referred to arbitration under the expedited rules of the Arbitration Foundation of South Africa. Arbitration will be conducted in Durban in English. The arbitration ruling is final, and the unsuccessful party pays the costs of the successful party on a scale between attorney and own client. Users can lodge complaints through the 'Contact Us' <https://www.test.dermanatura.co.za/contact-us/> service on the Site.

14. Notice of Copyright Infringement

- 14.1. If you believe that copyrighted materials have been used in a way that constitutes copyright infringement, please contact our designated agent for copyright infringement notices by sending an email or written notice. Your communication should include:

(i) identification of the copyrighted work(s) you claim have been infringed, along with confirmation that you are the copyright owner or authorized to act on the copyright owner's behalf;

(ii) a description of the material you claim is infringing and its location on the Site; and

(iii) your address, telephone number, and email address.

- 14.2. Our designated agent for copyright infringement notices is:

Lizelle L Shadrach

LL SHADRACH ATTORNEYS

204 FERFAM HOUSE

9 STANLEY GRACE CRESCENT

UMHLANGA

4320

lizelle@shadrachlaw.africa

legal@shadrachlaw.africa | 087 265 0485

www.shadrachlaw.africa

Please note that the above contact information is only for notifying Dr J Skincare and/or Derma Natura™ of potential copyright infringement. For all other inquiries, please contact our customer service group by email.

15. Contact Us

- 15.1 If you have any questions or concerns about these terms and conditions, please contact us at info@dermanatura.co.za.