

1. Definitions

1.1 In this agreement, unless the context requires another meaning;

1.1.1 "information" includes text, data, images, illustrations, software and other material forming part of the information services;

1.1.2 "the information service" means the information contained in the web site and/or any part thereof and/or on any other web site that refers thereto;

1.1.3 "the web site" means Ammhealth, the web site located at <http://www.ammhealth.co.za> and includes any part of the web site;

1.1.4 "third party web site" means a web site maintained by parties other than Ammhealth which can be accessed by hyperlink from the web site;

1.1.5 "Ammhealth" means Ammhealth CC (registration number 2007/200258/23) and/or any of its subsidiaries and/or affiliates.

1.2 In this Agreement:

1.2.1 clause headings are for reference purposes only and shall not influence its interpretation;

1.2.2 references to the masculine gender shall include the feminine and neuter genders and vice versa;

- 1.2.3 references to natural persons shall include bodies corporate and other legal personae and vice versa;
- 1.2.4 references to the singular shall include the plural and vice versa;
- 1.2.5 all schedules, annexes and/or documents referred to herein shall be deemed to be incorporated herein and shall form an integral part hereof;
- 1.2.6 where an expression has been defined (whether in 1.1 above or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

2. Purpose

- 2.1 These terms and conditions form an agreement between yourself and Ammhealth. Accessing and using the information services constitutes the agreement.
- 2.2 The information service, including any new information added to the information service from time to time, is provided subject to these terms and conditions.
- 2.3 The terms and conditions may be amended without notice to you.

- 2.4 Accessing and using the information services after an amendment to the terms and conditions, constitutes acceptance of the amended terms and conditions.

3. Advertisement and pricing of products offered for sale

- 3.1 Ammhealth strives to advertise all prices and illustrations correctly at all times, however, Ammhealth, its members, its management, its agents and/or its representatives cannot be held responsible for any changes or errors that may occur in the information.
- 3.2 Ammhealth reserves the right to control the quantity of any item offered for sale.
- 3.3 Errors and Omissions Excepted, prices exclude accessories used for advertising purposes.
- 3.4 Prices are valid for the advertised period only and all transactions are subject to Ammhealth's standard trading terms and conditions.

4. Ownership

- 4.1 The web site is owned and managed by Ammhealth.
- 4.2 Certain information contained on the web site has been provided by third parties and is owned by those third parties.

5. Registered domains

- 5.1 Ammhealth is the owner of the following domain name **<http://www.ammhealth.co.za>**

6. Amendment

6.1 The information contained herein, including but not limited to, any information posted in any public area or chat room, may be amended, modified, updated, substituted, suspended or deleted at any time without notice.

7. Acceptable uses

7.1 The information may be downloaded to a local hard disk, printed or reproduced for personal non-commercial use, provided that the source must be acknowledged where the information is used for personal non-commercial purposes.

8. Prohibited uses

8.1 The following uses of the information services are prohibited without prior express written permission from Aamhealth:

8.1.1 copying, distribution or display of the information beyond what may legally construed as personal non-commercial use;

8.1.2 publication, broadcasting or sale of the information;

8.1.3 use of the information in any manner which infringes any copyright or proprietary interests of Ammhealth or any third parties;

8.1.4 systematic downloading of the information using automated data retrieval programs;

8.1.5 copying, incorporating or storing the information in another web site, an electronic retrieval system or other publication in any form, whether hard copy, electronic or otherwise; and

8.1.6 framing of the web site;

8.2 The following uses are prohibited:

8.2.1 the sending or posting of any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane or pornographic;

8.2.2 You hereby indemnify Ammhealth and hold it harmless against all loss, liability, damage or expense of whatsoever nature which Ammhealth or any third party may suffer which

arises out of or is in connection with, whether directly or indirectly, your use of the website to send or post any such message or material.

9. Interruptions

- 9.1 Electronic communication and the Internet are inherently unstable and prone to interruptions and failure.
- 9.2 This website will be subject to both scheduled and ad hoc maintenance and updates which may lead to interruptions in the delivery of the content of the site.
- 9.3 Ammhealth does not warrant, guarantee or represent that the information service will be provided uninterrupted, without failures or error-free.

10. Viruses and other harmful content

- 10.1 The threat of viruses and other harmful content is inherent to electronic communication.
- 10.2 Ammhealth does not warrant, guarantee or represent that the website or information is free of viruses or other harmful content.
- 10.3 You must take the necessary precautions to protect yourself against viruses and other harmful content.
- 10.4 Ammhealth is not responsible for any loss or damage however arising from the infection by viruses or other harmful content of your

computer or computer systems, whether as a result of accessing, browsing or downloading the information or otherwise.

- 10.5 In the event of any virus and/or malicious code being detected on the web site, or any parts thereof, will be shut down until such time as the virus or malicious code has been eradicated and you shall have no claim against Ammhealth as a result of such shutdown.

11. Links to third party web sites

- 11.1 The web site contains hypertext links to web sites maintained by individuals and organisations other than Ammhealth.

- 11.2 Links are provided for convenience.

- 11.3 Ammhealth;

11.3.1 has no control over the third party web sites or their content;
and/or

11.3.2 does not endorse or approve the content of third party web sites; and/or

11.3.3 makes no warranty or representation regarding the accuracy, timeliness, completeness, suitability; adequacy or any other aspect of the information contained on third party web sites.

- 11.4 By accessing links to a third party web site, you;

11.4.1 do so at your own risk; and

11.4.2 undertake to comply with the terms and conditions of use of such web site; and

11.4.3 undertake to refrain from infringing the copyright and other intellectual property rights of third parties in respect of such web site; and

11.4.4 indemnify Ammhealth and hold it harmless against all loss, liability, damage or expense of whatsoever nature arising out of or in connection with your accessing of such website; and

11.4.5 that no hyper-text links shall be created from any website controlled by you or otherwise to this website without the express written permission of Ammhealth.

12. Accuracy, timeliness etc

12.1 Care has been taken to ensure that the information services are accurate and up to date.

12.2 However, Ammhealth does not guarantee accuracy, timeliness, completeness, suitability or adequacy of the information.

12.3 No representation or warranty is provided regarding the;

12.3.1 accuracy; and/or

12.3.2 timeliness; and/or

12.3.3 completeness; and/or

12.3.4 suitability; and/or

12.3.5 adequacy; and/or

12.3.6 any other aspect of the information and/or content contained in the website and Ammhealth shall not be bound in any manner by any information contained on the website.

12.4 No warranties of fitness for a particular purpose are provided.

12.5 The information is provided "Voetstoots", "as is" and "as available" without any warranty of any kind.

13. Liability

13.1 For the reasons given above, Ammhealth disclaims and has no liability for:

13.1.1 Any and/or all loss or damage whether such loss or damage is direct, special, consequential and/or otherwise.

13.1.2 Personal injury or expense of whatsoever nature, arising out of or in connection with the use of or reliance on the information or website.

13.2 You hereby indemnify Ammhealth and hold it harmless against:

13.2.1 Any and/or all loss or damage whether such loss or damage is direct, special, consequential and/or otherwise.

13.2.2 Personal injury or expense of whatsoever nature which may be suffered by you or such third party arising out of or in connection with the use of, or reliance on the information or the website.

14. Copyright

14.1 Unless otherwise stated;

14.1.1 the web site; and/or

14.1.2 the general design of the web site; and/or

14.1.3 the information;

are protected by copyright or other intellectual property rights, which remain the exclusive property of Ammhealth.

14.2 Trade marks, logos and other intellectual property displayed on this site are the registered and/or unregistered marks of Ammhealth and/or the registered and/or unregistered marks of third parties represented on the site and they are the property of Ammhealth and/or the third parties as the case may be and may not be used without prior express written permission from Ammhealth or, where applicable, the owner of such registered and/or unregistered mark.

14.3 Trademarks and/or copyright notices and/or related visual marks and/or logos, may not be removed from the information or any authorised reproduction of the information.

14.4 The information may be used only for the acceptable uses mentioned above and any unauthorised use may violate copyright, trademark and/or other laws, making you liable under both civil and criminal law.

15. Email and other communication

15.1 Unprotected email and/or other communication is subject to possible interception, alteration or loss.

16. User Information Gathered

16.1 Information regarding the operating systems, browsers and IP origins of the users of this website is collected for statistical reporting purposes.

16.2 No personal information regarding the users of this website is obtained aside from that which is freely given by the user when

subscribing to the email leaflets and/or other chosen form of communication and/or marketing.

- 16.3 This information, namely email addresses and/or other personal contact information, will not be given or sold to any third parties and will be used solely for the purposes of sending the aforementioned email leaflets or other marketing material.

17. General

- 17.1 These terms of use constitute the sole record of the agreement between you and Ammhealth in relation to the subject matter hereof.
- 17.2 Neither you nor Ammhealth shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein.
- 17.3 These terms of use supersede and replace all prior commitments, undertakings and/or representations, whether written or oral, between you and Ammhealth in respect of the subject matter hereof.
- 17.4 No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon either you or Ammhealth unless agreed to by Ammhealth.
- 17.5 No indulgence or extension of time which either you or Ammhealth may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the

grantor has signed a written document expressly waiving or limiting such rights.

17.6 Ammhealth shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms of use to any third party.

17.7 All provisions of these terms of use are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms of use which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms of use shall remain in full force and effect.

18. Applicable law

18.1 This agreement is governed by and interpreted in terms of the laws of South Africa.