

# TERMS AND CONDITIONS OF ZA-SPECIALS.COM

## GENERAL

1. These Terms and Conditions set the general terms on which the services on this website is made available to the Users (hereinafter referred to as the '**Website**').
2. By accepting these Terms and Conditions, the User affirms that they are 18 years of age or above and are fully competent to use this Website. In case the User is below 18 years of age, the User can use this Website only with the consent of their parents or legal guardian (s).
3. Your use of this Website and the Services made available on this Website is subject to these Terms and Conditions, our Privacy Policy, and other local laws, rules, and regulations. It is your responsibility to make yourself aware of any local laws, rules, and regulations.
4. These Terms and Conditions constitute the whole agreement between us for the purposes of accessing this platform. At certain places, you may be asked to agree to additional terms and conditions. Where those terms are inconsistent with these Terms and Conditions, the additional terms shall prevail.

## DEFINITIONS

The terms used in this document shall have the following meaning:

**Website** means the website named <https://za-specials.com> owned and operated by the Service Provider, where the Users may use the Services offered by the Service Provider.

**Service Provider** means **WATERYTHM TRADING LIMITED** with its registered office in Nicosia, Cyprus, Katalanoy, 1, Floor 1, flat 101, Aglantzia, 2121, Nicosia, Cyprus, with registration number 424415.

**User** means a natural person who has the legal capacity to enter into this Agreement and to use the Services available on this Website, in accordance with the Terms and Conditions of this Website.

**Agreement** means an agreement for the provision of Services of the Website concluded between the User and the Service Provider, in accordance with the principles set out in the Terms and Conditions,

**Services** mean the services provided by the Service Provider on this Website for the benefit of the Users.

## SERVICES

1. The Services provided on the Website, namely the Newsletter and the Notifications, are provided free of charge to the User and in accordance with these Terms and Conditions.
2. The agreement for browsing and searching the information available on the Website shall be concluded for a definite period and shall terminate as soon as the User closes the page on the Website.

3. The catalogs presented on the Website are for illustration and information purposes only and do not constitute an offer.
4. The User may obtain from the Service Provider commercial information in the form of messages sent to the email address of the User. This requires the provision of a valid email address. The User may, at any time, withdraw their consent for receiving commercial information.
5. The Service Provider shall send the newsletter only to the User who subscribed for it.

#### **LINKS TO THIRD-PARTY WEBSITES**

1. The Service Provider may post third content on its Website including but not limited to advertising content related to the Services offered on the Website. This third-party content is governed by the terms of their respective platforms.
2. The Users undertake to access this third-party content at their own risk.
3. The Service Provider will not be held liable for any breach occurring on those platforms, websites, or services including but not limited to: (i) privacy breach (ii) copyright infringement (iii) the quality of content, products advertising, goods, or other materials available on those platforms, websites or services.
4. The User understands that any linking to or from the Website does not imply in any way that the Service Provider is endorsed by any third party or that the Service Provider endorses or is affiliated with any third party or any third-party website.
5. The User agrees that the Service Provider bears no responsibility or liability for any content assessed or harm caused by any third-party website. Other websites may collect and treat information they collect differently, so the User is encouraged to carefully read and review the privacy policy and terms of use for each website the User visits.

#### **TECHNICAL**

1. The Service Provider hereby informs the Users that using electronically supplied services may be connected with a risk to any Internet user that involves the possibility to introduce malicious software to the User's ICT system. In order to avoid the risk of such events, the User should apply appropriate technical measures, which minimize their occurrence.
2. It is recommended that users install antivirus software and a firewall.

#### **THE RIGHTS AND OBLIGATIONS OF THE USERS**

1. The Users are obliged to:
  - a. act in accordance with the laws, rules, regulations of their country of origin, and these Terms and Conditions.
  - b. notify the Service Provider immediately about any changes affecting the performance of the Services.

- c. not to use appliances, software, or methods likely to disrupt the Website.
- d. The User may not carry out any activities, which puts a load on the inbox of other, Users or the Service Provider. They are particularly prohibited from sending advertising messages.
- e. On the Website, the Service Provider provides the possibility for the Users to use the Services it offers, in particular, the possibility to browse the information presented on the Website and to use other services available there.
- f. The Users must not use the Website or the Services in the manner, which is in breach of any laws, morality, third party personality rights, or legitimate interest of the Service Provider.
- g. The Users may within 14 days from the day of the conclusion of the agreement for the provision of the Services offered on the Website, withdraw from it by contacting the Service Provider at [office@waterythm.com](mailto:office@waterythm.com)

## COMPLAINTS

1. The User may submit complaints in respect of the Services provided on the Website, and in particular of their non-performance or improper performance.
2. Complaints may be filed in writing to the registered address of the Service Provider indicated in these Terms and Conditions or at: [office@waterythm.com](mailto:office@waterythm.com)
3. In the complaint, the User should provide their name and surname, mailing address, email, type, and description of the encountered problem.
4. The Service Provider undertakes to consider each complaint within 30 days. In the event, we are unable to process the complaint within 30 days, we will inform the users about the timeframe within which we will be able to act on the complaint.

## DISCLAIMER

The services and any submissions, content, and information provided on or accessible from the services, are provided by the service provider on an "as is" and "as available" basis. Service provider makes no representations, warranties, conditions, or guarantees of any kind, express or implied, as to the operation of the services, the information, content, materials, or products available via the services, or e-mail sent from the service provider are free of viruses or other harmful components or will be uninterrupted or error-free, or that defects will be corrected. The user expressly agrees that his/her use of the services is at the user's sole risk.

## RELEASE

- The User is solely responsible for his/her interactions with merchants and other users of the websites. To the extent permitted under applicable laws, User hereby releases service provider from any and all claims or liability (including, but not limited to, claims for personal injury, death, or damage to or loss of property) related to any product or service of a merchant; any action or inaction by the merchant; merchant's failure to comply with applicable law; participation in a promotion; use or misuse of any rewards offer; or any conduct or speech, whether online or

offline, of any other user. The merchants are fully and solely responsible for the care and quality of all goods and services they provide to the user and for any and all injuries, illnesses, damages, claims, liabilities, and costs ("liabilities") they may cause users to suffer, directly or indirectly, in full or in part, whether related to the use or activation of a rewards offer or not.

- The released parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by the user, typographic errors or by any of the equipment or programming associated with or utilized in the promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the promotion; (4) technical or human error which may occur in the administration of the promotion; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from user's participation in the promotion or receipt or use or misuse of any rewards. If for any reason user's purchase is not recorded, erroneously deleted, lost, or otherwise destroyed or corrupted, the user's sole remedy is to complete another purchase during the promotion.

#### **LIMITATION OF LIABILITY**

- To the extent allowed by applicable law, service providers, its affiliates, licensors, vendors or any of their respective directors, officers, employees, agents, or other representatives of service provider and each payment services provider ("released parties") hereby disclaim any liability to the user in connection with user's participation in a promotion, including any activation of a rewards offer or redemption of any rewards. This includes, without limitation, any goods or services sold in connection with the offer of a reward, honoring or fulfilling a rewards offer, the merchant whose goods or services are the subjects of a rewards offer, or the failure of service provider or a payment services provider to provide any notifications or engage in any monitoring described herein, to approve the reward for a qualifying transaction, or to provide any updates about the offer or reward of a reward.
- In no event shall the released parties be liable for any damages of any kind arising from the use of these services, including, but not limited to direct, indirect, incidental, punitive, consequential, and incidental damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of, or in any way connected with, the services, promotions, any submissions, the applications or sites, or a third party's coupons, regardless of whether such damages are based on warranty, contract, strict liability, tort or other theories of liability, and also regardless of whether service provider was given actual or constructive notice that damages were possible. This exclusion of liability shall apply to the fullest extent permitted by law.

#### **ELECTRONIC COMMUNICATIONS**

When you use the Services or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and

messages on this site or through the other Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **INTELLECTUAL PROPERTY RIGHTS**

1. The User agrees that all of Service Provider's trademarks, trade names, service marks, and other logos and brand features that are displayed via the Services (collectively the '**Marks**') are trademarks and the property of Service Provider. The User agrees not to display or use them without the consent of the Service Provider.
2. Third-party trademarks are the property of their respective third-party owners. The presence of a third-party trademark on the Services does not mean that Service Provider has any relationship with that third-party or that such third party endorses the Services or Service Providers.
3. In addition to protected trademarks, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Service are trademarks or trade dress of Service Provider. Service Provider's trademarks and trade dress may not be used in connection with any product or service that does not belong to the Service Provider or is likely to cause confusion among customers or in any manner disparages or discredits the Service Provider.
4. All other trademarks not owned by the Service Provider that appear in any Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Service Provider.
5. All content included in or made available through any Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of the Service Provider or its content suppliers and protected by the United States and international copyright laws. The compilation of all content included in or made available through any Service is the exclusive property of the Service Provider and protected by the U.S. and international copyright laws.

## **PERSONAL DATA PROTECTION**

1. Personal data provided by the Users shall be collected and processed by the Service Provider in accordance with the applicable provisions of law and with our Privacy Policy available on the Website.
2. In the event of any inconsistency between these Terms and Conditions and the Privacy Policy, the Privacy Policy shall prevail.

## **WAIVER**

If there is a delay on our part in exercising our rights under these Terms and Conditions, such delay will not constitute a waiver of that right or any other rights under these Terms and Conditions.

## **VARIATION OF TERMS AND CONDITIONS**

The content of these Terms and Conditions may be subject to change. It is the responsibility of the Users to keep themselves updated about the recent changes We will periodically publish a notice indicating the changes made to these Terms and Conditions.

## **ENTIRE AGREEMENT**

1. These Terms and Conditions including any legal notices and disclaimers, constitute the entire agreement between us in relation to the use of this Website and the Services provided on this Website.
2. These Terms and Conditions supersede all prior agreements and understandings with respect to the same.

## **GOVERNING LAW**

These Terms and Conditions are governed by the laws of Cyprus.

## **DISPUTE RESOLUTION**

Please read these paragraphs carefully as it requires Users to resolve any disputes related to these Terms and Conditions in good faith with the Service Provider.

1. If the Users have any questions, complaints, or concerns (s) regarding these Terms and Conditions or this Website, you can contact us at: everywhere [office@waterythm.com](mailto:office@waterythm.com)
2. In the event of any dispute or claim arising out of or relating to the use of this platform, the Users will attempt in good faith to negotiate a written resolution of the matter directly between the parties. If the matter remains unresolved for sixty days after notification (via email, certified mail, or personal delivery) that a dispute exists, the parties will attempt to resolve the matter via mediation. The parties shall mutually agree to appoint a mediator.
3. The mediator will have the exclusive authority to determine the rights and liabilities of both parties to the mediation. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The award of the mediator is final and binding upon both parties.
4. Except as required by law, the Users waive any constitutional or statutory rights to go to court and have a trial in front of a judge or jury. Rather, you agree to resolve any disputes with the Service Provider by mediation.
5. The Users agree to bring any claims against the Service Provider only in their individual capacity and not as a plaintiff or class member in any purported class or consolidated action.

## **FINAL PROVISIONS**

1. The sole source of obligations of the Service Provider shall be these Terms and Conditions and the mandatory rules of the law.
2. The Terms and Conditions are available in English.
3. Reproduction or publication of these Terms and Conditions or a part hereof without the written consent of the Service Provider is prohibited.

4. These Terms and Conditions are subject to change at any time without notice. Please review these Terms and Conditions periodically to make sure that you are aware of the changes. We will not be held responsible if you are not aware of the recent changes to these Terms and Conditions. The recent changes can be found at the top of this policy.
5. If you have any questions related to these Terms and Conditions, please contact us at [office@waterythm.com](mailto:office@waterythm.com)
6. **WATERYTHM TRADING LIMITED** is located in Cyprus with its registered office in Nicosia, Cyprus, Katalanoy, 1, Floor 1, flat 101, Aglantzia, 2121, Nicosia, Cyprus.