



**FIT BOX (PTY) LTD © 2015**

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## **TERMS AND CONDITIONS**

### **Who we are**

The website under primary domain [www.rehbandsa.co.za](http://www.rehbandsa.co.za), [www.rehbandonline.co.za](http://www.rehbandonline.co.za) is operated and administrated by **Fit Box (Pty) Ltd**, a private company duly registered and operated under the laws of South Africa, with registration number 2014/267388/07 and with registered office at No 68 Yolande Mews, The Willows, Pretoria, Gauteng, South Africa.

You can contact us using the following email address: [admin@fitboxsa.o.za](mailto:admin@fitboxsa.o.za)

### **Website Use**

1. Users of our website, whether or not registered, must be over 13 years of age. If you are under 16, you must first obtain the consent of your legal guardian to use or register on the Site. Fit Box (Pty) Ltd withholds the right to suspend use of any user or user profile, should it be found that the necessary consent is lacking or absent.
2. You may view the content available on the Site for your private, non-commercial use. You may occasionally print individual website pages, also only for your private non-commercial use, provided that such printing is not substantial or systematic and our trade marks, copyright and trade mark notices, are not removed.
3. Distribution of copyrighted material is strictly prohibited and Fit Box (Pty) Ltd withholds the right to legally pursue any individual or entity whom abuses its copyright.
4. Unless otherwise stated in these Terms and Conditions, you must not (whether directly or indirectly)
  - (a) distribute, sell or offer to sell all or any part of our website or any content, files or data from the Site; or
  - (b) copy, download, or store any content, files or data from the Site to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show "fair



dealing” with it, in each case in accordance with the laws governing Copyright, Designs and Patents of in the Republic of South Africa.

5. You must not use all or any part of our website or the content on it for commercial purposes without our express consent and permission. If you wish to seek such permission, please contact: [admin@fitboxsa.co.za](mailto:admin@fitboxsa.co.za).

#### **When connecting to our Website**

1. **You must not:**

- impersonate or try to impersonate another person;
- disclose your password to anyone else;
- allow anyone else use to your account;
- use anyone else's account;

You are responsible for everything done using your account, even if someone else is using your registration details without your knowledge or if you think that someone else may have access to your password, you must, without delay inform our office by email at [info@rehbandsa.co.za](mailto:info@rehbandsa.co.za) / [orders@rehbandsa.co.za](mailto:orders@rehbandsa.co.za). If this person is found and prosecuted we will give you a reward.

2. **Your posted content – what we are allowed to do**

- We may publish, check, edit or remove all or part of the comments or other material, including your name, town and country, which you submit to us ('Your Content'), at our sole discretion.
- Once the review is posted, the copyright therein passes to us and by submitting a review to us, you grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, copy, edit, adapt, publish, translate, create derivative works from, make available, communicate and distribute Your review/s (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed.
- By submitting your review, you warrant that you have the right to grant this licence. The licence is capable of sub-license by us to any other entities and brands in the Fit Box (Pty) Ltd group of companies, including, without limitation, all subsidiaries.

- To the extent permitted by law, you waive your moral rights (e.g. the right to be identified as author or to object to derogatory treatment) in Your Content so posted onto our website.

### 3. **Your content - what you are not allowed to do**

You must not submit any material to the Site that is, or could reasonably be interpreted as being:

- defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist,
- indecent, obscene or of a sexual nature,
- a breach of confidentiality or someone's privacy;
- could prejudice any active legal proceedings of which you are aware;

OR is likely to:

- cause someone alarm, anxiety or distress;
- encourage violence or racial or religious hatred;
- infringes or is likely to infringe any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material;
- is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct);
- offers or promotes any product or services;
- impersonates anyone else or otherwise misrepresents your identity, affiliation or status;
- is in breach of these Terms and Condition or any other Policy applicable to the Website;
- is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful;

You may only include links on the Site to any third party websites or Web pages if:

- the content of or linking to such Websites or Web pages does not breach any of the prohibitions above; and

- the terms of use of such Websites or Web pages allows such linking.
  - You must not try to get round any protections we put in place for the security and operation of the Website.
  - You must not re-submit content which you are aware has been removed.

#### 4. **Suspending or terminating of your registration**

- 4.1. We may suspend, terminate or prevent your registration at our sole discretion, without reason.
- 4.2. Where we suspend, terminate or prevent your registration, you must not attempt to re-register or submit content (e.g. using someone else's registration), without our express consent.

#### 5. **Third party content and links available on the Website**

- 5.1. We are not liable or responsible for any third party content on our Website. Third party content includes, for example, comments, blogs and articles posted by users and the content of advertisements.
- 5.2. Where the Site contains links to other sites and resources, which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk.
- 5.3. We are not liable or responsible for the content or operation of third party sites or resources. You should read any user Terms and Conditions, Privacy Policies and the like on third party sites, as they are likely to differ from ours. If you see something which you reasonably believe breaches these Terms, please contact us on [info@rehbandsa.co.za](mailto:info@rehbandsa.co.za).

#### 6. **Infringement of Intellectual Property Rights**

If you think your work has been copied in a manner that constitutes copyright infringement, you may contact us on [info@rehbandsa.co.za](mailto:info@rehbandsa.co.za) / [admin@fitboxsa.co.za](mailto:admin@fitboxsa.co.za).

##### **Please include all of the following information in your notification:**

- a physical or electronic signature of the person authorised to act on behalf of the owner of the exclusive copyright that is allegedly infringed;

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material you claim is infringing is located on the site;
- your address, telephone number, email address and all other information reasonably sufficient to permit us to contact you;
- a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on behalf of the owner of any exclusive right that is allegedly infringed.

7. **Your personal information**

We will use your personal information in accordance with our Privacy Policy, which forms part of these Terms and Conditions.

8. **Our liability**

- 8.1. The information contained on the Website is for information purposes only and does not constitute medical advice of any nature.
- 8.2. You should at all time obtain advice from a medical practitioner before employing any product offered on this Website for a medical condition.
- 8.3. We make no representations or warranties with respect to the Website or its content, All warranties, express or implied, including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Website and/or its content and/or any web site to which is linked are hereby to the fullest extent permitted by law excluded.
- 8.4. No representations or warranties are given as to the accuracy or completeness of the information provided on the Site, or any web site to which it is linked and at all time E&OE.
- 8.5. Except for liability for fraudulent misrepresentation or deliberate breach of these Terms and Conditions by us, we are not liable for:

- any action you may take as a result of relying on any information provided on the Website or for any loss or damage suffered by you as a result of you taking this action;
- any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the Website;
- any liability for losses which are not a foreseeable or likely consequence of
  - (i) your use of the Website, or
  - (ii) a breach of these Terms and Conditions;
- any business loss connected with your trade, business or profession.

8.6. Without prejudice to the generality of the foregoing, we are not responsible or liable in any way, if you are unable to access the Website properly or at all, or if some of its features are unavailable to you because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet or limitations in the capability of your accessing device.

8.7. The Website relies in part on software to work. Software has bugs. Whilst we will monitor the Website and try to fix bugs, we cannot guarantee that the Website or any individual feature of the Website will be error free, available all the time and/or free from viruses.

## 9. **Maintenance of the Site**

9.1. In order to ensure that your use of our Website is as user friendly as possible, we need to fix bugs, install updates and do general diagnosis and maintenance of the Website. We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal to ensure you are inconvenienced as little as possible.

9.2. We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do so. We will try to have the Website available again as soon as we think it is safe to do so.

## 10. **Validity of these Terms**



If any part or provision of these Terms and Conditions are found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision contained herein or any other policies applicable to our Website.

11. **Jurisdiction and applicable law**

These Terms are governed by the laws of the Republic of South Africa. The South African courts shall have exclusive jurisdiction over any dispute out of these Terms and Conditions.