

TERMS & CONDITIONS

Welcome to our website at <https://www.umutluxcollections.co.za>.

Umutluxcollection mainly uses this website to provide existing and potential customers with the information contained on this website and/or pages, which comprise the website ("Website"). Umutluxcollection also uses the Website to advertise and sell products to its existing and potential customers, subject to these website terms and conditions ("Website Terms"). Please read these Website Terms carefully and should you have enquiries, please email us at info@mutluxcollection.co.za

There may be legal notices on other areas of this Website which relate to your use of the Website, all of which will, together with these Website Terms and our Online Privacy Policy govern your use of this Website.

Acceptance

These website terms and conditions ("Website Terms") apply to your use of the Umutluxcollection website at <https://www.Umutluxcollection.co.za> (the "Website"). You must read these

These Website Terms apply to your use of the Website and it is imperative that you read these Website Terms carefully to ensure that you have a full understanding of how these Website Terms apply. We also recommend that you print these Website Terms and keep a copy of same in your possession for future reference or personal use.

You acknowledge that in terms of Electronic Communications and Transactions Act of 2002 (as amended) and the common law, these Website Terms will be valid, binding, and enforceable against any one that makes use of or accesses the Website. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you are not in agreement with the Website Terms, please immediately discontinue your usage of this Website, failing which your continued use will automatically bind you to these Website Terms.

Website Terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using or registering with the Website, you confirm that you have read, understood and agree to these Website Terms in their entirety. If you are not in agreement with the Website Terms, please discontinue usage of this site.

Accuracy of Content of the Website

Umutluxcollection has taken all reasonable steps to ensure that each product described or depicted on this website and any other information (such as pricing) displayed on the website is current, complete and accurate. However content and sytem errors may occur. For this reason and if the law allows it, the information displayed on our website is provided without any guarantees, conditions or warranty as to its accuracy. Some descriptions or photographs of products and packaging may be of a generic nature and not specific to the particular product you wish to buy.

We have taken all reasonable steps to ensure that each product described or depicted on this Website (“Products”) and any other information displayed on this Website (“Product Information”) is current, complete and accurate. Notwithstanding Our endeavours, you accept that content errors may occur as some descriptions or photographs of the Products or packaging thereof may be of a generic nature and not specific to the particular Product you wish to buy.

You agree that you will notify us of all inaccurate, incomplete or outdated content and you acknowledge that We disclaim all representations and warranties, express or implied, that any Product Information is accurate, complete or up-to-date. You also agree that that We will not be liable for any loss, damage, costs or expenses arising from your reliance on any Product Information provided on the Website. Notwithstanding this, We also disclaim any representation or warranty that the Product Information displayed in or on this Website does not infringe the rights of any third party.

If you are uncertain about information on any Product or Product Information which is advertised on this Website, please send an email to info@umutluxcollection.co.za and We will gladly assist you. We also confirm that We will take all reasonable steps to resolve your query and provide you with a response within 2 working days from the date that you lodged the query.

If you are uncertain about information on a product advertised on this website, please send an email to info@umutluxcollection.co.za and we will gladly assist you. All queries will be responded to within 2 working days.

Website Registration

As an unregistered user you will be able to browse the products displayed on the website. If you do not have a username and password you will be required to register on the website.

All unregistered users will be able to use the Website to browse and purchase the Products, but only registered users will have full use or enjoyment of this Website.

The Website registration process requires you to complete or fill in a short form which will enable you to create your login details ("Login Credentials"). Further note that You will not be able to have full use or enjoyment of the Website until you complete the registration process. Your Login Credentials will be required every time you log in to or make use of the Website as a registered user.

All users will be responsible for maintaining the confidentiality of their password or account, including any activities that occur under your account. It is for this reason that We will not be liable to you or any other person for any loss or damage which may arise as a result of your failure to protect your password or account. You hereby indemnify and hold Us harmless against all costs, claims, losses or damages which may arise therefrom.

Registration requires filling in a short form which will create login details. Password/Account Security Consumers are responsible for maintaining the confidentiality of their password or account and any activities that occur under your account. Umutluxcollection shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

Feedback

The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of Umutluxcollection.

Your Personal Information

The Website Terms supplement (and are in addition to) the terms of our Privacy Policy. Our Privacy Policy explains what personal information We collect about you when you use the Website, and you can view our Privacy Policy online at <<https://www.Umutluxcollection.co.za/privacy-policy>>. Please note that when you agree to these Website Terms you will be deemed also to have read, understood and agreed to our Privacy Policy in its entirety.

Pricing

We will take all reasonable efforts to ensure that prices reflected on the Website are accurate. You confirm that We may amend Our prices from time to time without prior notice and for any reason whatsoever. We reserve the right not to honour any incorrect offers represented on the Website made by genuine human or system error. You agree that all prices will be quoted in South African Rand and include Value-Added Tax (VAT). You also agree that the prices displayed on the Website are only valid and effective in South Africa. Special promotions may be limited to separate offer conditions and stipulations.

Price Errors:

In the event of a typographical or technical error that results in an incorrect product price being displayed on our website, we reserve the right to cancel any orders placed for products listed at the incorrect price.

If your order is affected by a price error, we will notify you as soon as possible and provide you with the option to proceed with the order at the correct price or cancel the order and receive a refund for any payments made.

We apologize for any inconvenience caused by price errors and will make reasonable efforts to rectify such errors promptly.

Online pricing may at times vary to that of store pricing.

Payment

You acknowledge that you can use your Umutluxcollection account, debit card or credit card to pay for the Products. You also acknowledge that an amount equal to the total value of your order will be debited from your Umutluxcollection account or reserved against the debit card or credit card you are paying with during the checkout process. Please note: Gifts cards are applicable for in store use ONLY.

For the avoidance of doubt, you agree that you will pay for the Products on the Umutluxcollection Website using the available payment methods and warrant that you will make payment before you physically receiving your order via the chosen delivery method. By submitting your order, you warrant that you are authorised to make payment for the Products and that there are sufficient funds available to pay for the order.

Copyright and Intellectual Property Rights

Copyright and all intellectual property rights in all materials, texts, drawings, graphics, logos, icons and any data made available on this Website (collectively "the Materials") are exclusively owned by Us (or Our content suppliers) and acknowledge that Our rights are protected by both South African and international intellectual property laws.

You accept that all licenses granted in terms of these Website Terms are provided to you on a non-exclusive and non-transferable basis. You also accept that these licenses are solely to you to enable you to have full use and enjoyment of the Website. Notwithstanding this, you agree that We may terminate or cancel all licenses at any time without prior notice and for reason any reason whatsoever. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such Materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights.

You may only use the Materials or any component thereof for your information purposes or for the purposes of ordering products from Us. The trademarks, names, logos and service marks (collectively "Trademarks") displayed on this Website are Our registered and unregistered Trademarks. Nothing contained on this Website should be construed as granting any license or right to use any Trademark without Our prior written approval or permission.

You agree that all Materials on this Website are mainly intended to be used in South Africa and accept that We disclaim all representations or warranties, express or implied, that any Products or Product Information will be appropriate for use beyond the borders of South Africa. You warrant that you will comply with all applicable laws in the event that you decide to use any Products or Product Information outside of South Africa. It is for this reason that you agree to indemnify and hold Us harmless against any liability for any loss or damage from your non-compliance with any applicable laws.

Links to other websites

External links ("External Links") are provided for your convenience, but they are beyond Our control and it is on this basis that We make no warranties or representations in relation to their content, source or any risk for loss or damage which you may incur through linking to other external websites.

Use or reliance on any External Links provided is at your own risk and We accept no liability in respect of such use. When visiting External Links you must refer to the external terms and conditions of use or alternatively, enquire with Us if any External Links have specific requirements. You may not link External Links to this Website or any content displayed thereon without Our express prior written approval or permission.

Use of Website

Only you and Us will be entitled to enforce these Website Terms. No third party will be entitled to enforce any of these Website Terms. We may in Our sole discretion at any time suspend or terminate the operation of the Website or your use thereof without prior notice and without any reason whatsoever.

You accept that We will not be liable for any loss or damage arising from your use of any of the Product Information provided on this Website. We acknowledge that We have taken necessary steps or measures to ensure that this Website is free from viruses, worms, trojans or any other malicious content.

Notwithstanding this, you agree that you are required to use your best endeavours to ensure that you have the required measures and tools in place to enable you to make use of the Website and guard against transmission of any viruses, worms, trojans or malicious content. It is for this reason, that you indemnify and hold Us harmless against any liability for loss or damage arising from the transmission of viruses, worms, trojans and any other malicious content from the Website.

Address for Service

The address for service for all purposes relating to these terms of use including the giving of any notice, the payment of any sum, the serving of any process, is the address set out above.

We will be entitled from time to time, by giving notice to you in this Website, to vary its physical address for service to any other physical address within the Republic of South Africa.

Entire Agreement

These Website Terms and our Privacy Policy, set out the entire agreement between you and Us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

Cession and Assignment

You acknowledge that We will be entitled to cede, assign and delegate all or any of Our rights and obligations in terms of these terms. You also acknowledge that you will not be

allowed to cede, assign or delegate all or any of your rights and obligations herein without Our prior written approval or permission.

Severability

All provisions of these Website Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these Website Terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, will, in such jurisdiction only and only to the extent that it is so unenforceable, be excluded from Our agreement and the remaining provisions of these Website Terms will remain in full force and effect.

Force Majeure

Should We be prevented from fulfilling any of Our obligations to you as a result of any event of force majeure, then those obligations will be deemed to have been suspended to the extent that and for as long as We are prevented from fulfilling them and your corresponding obligations will be suspended to the corresponding event. In the event that such event continues for more than 14 days after it has first occurred then We will be entitled (but not obliged) to terminate all of Our rights and obligations in terms of or arising out of these Website Terms by giving you notice to that effect.

An event outside Our control means any event or circumstance whatsoever which is not within Our reasonable control including, but not limited to, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities.

Applicable Law

These Website Terms will be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

Jurisdiction

You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or the Website Terms or any matter related to or in connection therewith.

Variation

We may periodically update or change the Website Terms, without notice. You should check the Website from time to time as your continued use of the Website will mean you accept any updated or revised Website Terms. In addition, you agree that the provisions of the Electronic Communications and Transactions Act 2002 (as amended) will not apply insofar as it intends to amend, vary, novate or cancel these Website Terms.

Waiver

No change, waiver or discharge of these Website Terms will be valid unless such change, waiver or discharge is recorded in writing and signed by Us.

Indulgence

No failure or delay by Us in exercising any right, power or privilege under these Website Terms will operate as a waiver thereof.

Warranty of Authority

You warrant that you have the full power, authority and legal right to enter into or conclude these Website Terms.

Risk and Title

You agree that you will bear all risk of loss or damage arising from your use of the Website and agree that all risk in the Products will transfer to you on delivery. You also agree that We own all Products or Product Information displayed on the Website and confirm that We will retain ownership of the Products until we receive your payment in full.

Availability of Products

Products displayed on this Website are subject to their availability in store and on the Website at the time. From time to time, some Products may be out of stock or are unavailable and We may not be able to fulfil all or part of your order. If this happens, We will refund you the price paid for the Products impacted.

We may withdraw or suspend from sale any Product displayed on the Website, either temporarily or permanently, at any time. Therefore, We will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Product.

Where a Product which is the subject of an order has been withdrawn or suspended from sale and your payment for the Product has already been processed, then We will refund any money paid to you.

We reserve the right not to honour any incorrect offers represented on the Website made by genuine human or system error. Where your order is affected by an error on the Website (for example, in a description, an image, Price or otherwise), We will reject that part of the order affected by the error. You will be refunded the value of that part of your Order affected by the error and We will fulfil the remainder of your order. If you are not satisfied with the partial fulfilment of your order, you can return your order to Us under the Returns Policy.

If your order is affected by a genuine error (including in a description, an image or a price), We reserve the right to cancel your order and refund any money paid to Us.

Acknowledgements

You agree that:

all pictures and images of Products displayed are for illustrative purposes only;

any accessory featured with the Products is for illustrative purposes only, and may be sold separately; and

where we provide dimensions and measurements in the description of a Product, the dimensions may vary slightly in real life, and it is your responsibility to ensure that the actual size of each Product is suitable for your purpose prior to submitting your order (including whether there is appropriate and safe access to your delivery address for delivery of the Product).

No goods will be released to you until full payment is received.

The address you gave us when conducting the agreement is the address to which statements will be sent. If you wish to change this address at any time, you must give us notice thereof. The change may take a few days to come into effect.

These terms and conditions may be amended from time to time, and in such a case, the new terms and conditions shall apply to your Lay-By agreement with immediate effect.

Certificate of Indebtedness: A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us is stated, shall be accepted as sufficient proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove that the amount is incorrect.

Consent to Jurisdiction: You hereby consent that we may institute any legal proceedings that have to do with this agreement or your account, in the Magistrate's Court, being any Magistrate's Court that has jurisdiction over you. We can, however, choose to institute action against you in any other court having jurisdiction.

Waiver: If for any reason or purpose we do not immediately enforce or implement any of our rights in terms of this agreement, it does not mean that we have abandoned, given up or waived any of those rights.

Personal and confidential information:

In this agreement, personal information means any and all information that you give to us which is personal to you (for example: your name, identity number, phone number, etc.), which we may store and process.

We will keep your personal information only for as long as we need to or have to by law.

5.3 We may from time to time contact you by post, by phone or in any other way about other products and services which we consider may interest you unless you tell us that you would prefer not to receive such offers.

You agree and consent that we may disclose your personal information to:

any person working for us;

Any organisation which underwrites or supports any of our products which you hold;

any person to whom we transfer any of our rights or obligations under this agreement.

Anyone you authorise us to give personal information to.

We may process your information to the extent permitted by law.

PRIVACY AND PERSONAL INFORMATION

1. Umutluxcollection is committed to protecting your privacy. This privacy policy together with our terms and conditions explains:

the kinds of personal information we collect and hold;

- how we collect and hold it;
- the purposes for which we collect, hold, use and disclose it;
- your right to access and seek correction of it;
- how you may complain about privacy matters; and
- our sharing of your personal information with third parties and cross border.

2. If you have any questions concerning your personal information, please contact us on info@umutlaxcollection.co.za

3. Personal information refers to all information about you as an identifiable individual, including your name, address, email address, telephone number, and identity number.

4. Collection and processing of Personal information

4.1. Umutluxcollection only collect and process personal information that is reasonably necessary for its business functions and activities which include but are not limited to the following instances:

- making an online purchase
- Umutluxcollection may also collect personal information about you by accessing data from other sources and then analysing that data together with the information we already hold about you in order to learn more about your likely preferences and interests. When you visit our websites, social media pages or mobile applications or click on our advertisements on the online media of other companies, we may collect information about you using technology which is not apparent to you, for example “cookies”. A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognise you when you visit our website again and to improve our service to you. Cookies may also be used to compile aggregate information about areas of our website that are visited most frequently. This information can be used to enhance the content of our website and make your use of it easier. We do not monitor which pages you looked at while visiting our website. You can disable our use of cookies by configuring your browser accordingly.

4.3. In order to register for certain services or promotions offered through our website from time to time, we may also collect relevant personal information. We will use such information to provide the services to you. Umutluxcollection may also use such information for its own internal purposes including –

- establishing and verifying your identity;
- maintaining and updating our customer databases; and
- marketing, product research and development purposes.

4.4 We do not process or collect personal information of children under the age of 18 without the consent of the parent or legal guardian.

5. Storage of personal information

5.1. Umutluxcollection uses all reasonable endeavours to put in place and maintain electronic procedures and systems to ensure accuracy and to eliminate risks of unauthorised access to, and loss, misuse or wrongful alteration of, personal information with reference to accepted technological standards.

5.2. The web site uses an industry standard 128 bit Thawte Server CA certificate to implement Secure Sockets Layer (SSL) encryption to encrypt transmission of sensitive information between your browser and our web server. SSL security is among the best approaches available today for secure commerce transactions. Our security encrypts all of your personal information so that it cannot be read as the information travels over the Internet.

6. Sharing of Personal Information

6.1 We will not sell, rent or otherwise disclose your personal information to any third party without your consent, provided that by using our website and/or subscribing for any of our services, you provide your express and informed consent for Umutluxcollection to disclose your personal information to third parties as follows -

6.1.1 to third party companies employed by us to provide services, including for example, website hosting and development. These companies require access to your personal information to perform their functions and not for any other purposes ;

6.1.2 to transfer Umutluxcollection's customer database/s, including personal information contained therein, to any third party who acquires all or substantially all of the assets or shares in our company or our website service whether by sale, merger, acquisition or otherwise;

6.1.3 to governmental agencies, exchanges and other regulatory or self-regulatory organisations if we are required to do so by law or if we believe that such action is necessary to ~~[[L]]~~^[SEP]

6.1.3.1 comply with the law or with any legal process;

6.1.3.2 protect and defend our rights and property or that of our customers

6.1.3.3 prevent fraud or abuse, misuse or unauthorised use of our website; and/or

6.1.3.4 protect the personal safety or property of our customers or the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we will disclose such information to the appropriate regulatory bodies and commercial entities).

6.2 We reserve the right to share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or business associates and partners. This does not involve disclosing any personal information which can identify any individual consumer in any way.

7. Links

Our website contains links to other websites. Please note that we are not responsible for the privacy practices of third party websites or the manner in which they use cookies and advise you to read the privacy statements of each website you visit which collects personal information.

8. Accuracy of Information

It is important that the information we have about you is accurate and up to date. If your personally identifiable information changes you may correct or update it online. We cannot be liable for any information that is inaccurate and/or obsolete.

9. Communicating with us

It is very important that the information that Umutluxcollection has about you is accurate and current. If you would like to receive a copy of the information we hold about you (subject to our right to charge you a fee to cover our expenses in this regard), to correct or update your information, or to ask any questions about this privacy policy, please contact us on info@umutluxcollection.co.za

10. Access to your personal information

We will provide you with access to any of your personal information we hold (except in limited circumstances recognised by law). If you wish to access your personal information or have an enquiry about privacy, please contact us on info@umutluxcollection.co.za. Before we provide you with access to your personal information proof of identity will be required. We may in addition, charge a reasonable fee for giving access to your personal information if your request requires substantial effort on our part.

11. Communicating with you / Opting Out

If you are an existing customer, we provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes, when we ask for this information. If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by:

- following the instructions included in each newsletter or communication
- updating your registered profile preferences

12. Changes to this Privacy Policy

We reserve the right to modify this policy at any time, so please review it frequently. If we decide to change our privacy & security policy, we will post changes to this page. If we make material changes to this policy, we will notify you by email, or by means of a notice on our home page. The amended privacy & security policy will supersede and replace any previous policies with effect from the date on which it is posted on our website.