

# On-line Purchases Terms and Conditions

## 1. OVERVIEW

1.1 The website [www.unboundsa.com](http://www.unboundsa.com) ("**Website**") is owned and operated by Ilva Cosmetics Pty Ltd Limited, trading as Unbound, registration number 2022 / 813858 / 07 ("**Unbound**"), a distributor of cosmetics, fragrances and related goods.

1.2 The Website enables consumers to purchase the products shown on the Website ("**Products**"), provided that they have registered for an account on the Website and require delivery of the Products within the borders of the Republic of South Africa.

1.3 By accessing, registering and using the Website, consumers ("**You/Your**") will be deemed to be bound by these On-line Purchases Terms and Conditions ("**Terms and Conditions**") and to have read and accepted these Terms and Conditions, together with the Unbound Website Terms and Conditions of Use and Privacy Policy, which can be found on the Website.

1.4 When You access or use the Website, You warrant and undertake that You are over the age of 18 or assisted by Your legal guardian and that You will not access or use the Website for any purpose that is unlawful or prohibited by any applicable laws, the provisions of these Terms and Conditions and/or any notice displayed on the Website. Any unauthorised commercial use of the Website and its services and/or the resale of the Products and services, is expressly prohibited.

## 2. PRODUCTS AND PURCHASING PRODUCTS

2.1 All Products displayed on the Website are limited and are subject to availability and Unbound will make all reasonable attempts to ensure that when Products are no longer available, the applicable item is discontinued on the Website or shown as being "out of stock".

2.2 In the event that Unbound is unable to fulfil an order because the Product is sold out, Unbound will inform You and You will be entitled to a reimbursement for the South Africa Rand ("**Rand**") value You paid for the Product, which will be reimbursed, at Your election, by electronic funds transfer or by means of an Unbound gift voucher. Unbound reserves the right to communicate Product changes to You on the Website, as and when required.

2.3 The price of each Product is displayed under the Product on the Website and includes Value Added Tax at the applicable rate.

2.4 Unbound will take all reasonable efforts to accurately display prices and delivery charges, however, in the event that the Product is offered at an erroneous price due to an inadvertent or obvious error and/or fraudulent activity or an incorrect delivery cost is displayed, Unbound is not obliged to supply the Products at the incorrect price and/or delivery fee.

2.5 You will be able to place electronic Product orders on the Website, provided that the Products are available and not sold out.

2.6 An agreement of sale shall be deemed to have come into effect once You have submitted a fully completed online order form, the Product is in stock and payment has been authorised and/or received by Unbound into its bank account. In the event that a selected Product goes out of stock before the sale is concluded, Unbound may remove such Product from Your basket.

### **3. ORDER ERRORS, CANCELLING ORDERS AND RETURNS**

3.1 Unbound reserves the right to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely, on written notice to You. In such an instance and where You have already paid for the Product, Unbound will, at Your election, reimburse You the Rand value paid for the Product by means of electronic funds.

3.2 After dispatch or delivery of an order, You cannot cancel the order but are entitled to return the Products in accordance with the Unbound Returns Policy.

3.3 You have the right to return Products in accordance with the provisions of the Unbound Returns Policy.

### **4. PAYMENT, REFUNDS, CARD ACQUIRING AND SECURITY**

4.1 You may make payment using Your Visa, MasterCard cards or by bank transfer into Unbound's bank account, the details of which will be provided to You on request. If You are making payment via a bank card, You guarantee that You are fully authorised to use the bank card for payment and that there are sufficient funds in Your account to cover the costs of the transaction.

4.2 Card transactions will be acquired for Unbound via PayFast ("PayFast") who is the approved payment gateway.

4.3. The merchant outlet country at the time of presenting payment options to You, is South Africa and the transaction currency is Rand.

4.4 In the event of You returning eligible goods for a refund, the following terms and conditions will apply:

4.5.1 You will be refunded the amounts paid by You -

4.5.1.1 within 10 days of return of the goods, if the refund is to be made by way of electronic funds transfer;

4.5.2 Cash, electronic funds transfer, gift vouchers and debit purchases will be refunded by way of electronic funds transfer into the bank account nominated by You. You will be required to provide Unbound with a bank confirmation letter confirming Your account details as well as a copy of Your identity document. Once the refund is actioned, the funds should reflect in Your account within 10 business days, whereafter Your bank confirmation letter and identity document will be destroyed by Unbound.

4.5.3 Credit card purchases will be refunded to the credit card used to make the initial purchase and should reflect in Your account within 5 business days following the actioned request.

### **5. DELIVERY**

5.1 Delivery of Your order will be made via courier within 3 to 7 business days from the date that payment is received by Unbound, except during sales and/or special events, such as Black Friday or Cyber Monday, when delivery may take up to 10 business days. Unbound

does not guarantee that Your Order will be dispatched or delivered on any particular date and time.

5.2 Delivery will be made to a valid physical address in the Republic of South Africa on business days between 08h00 and 17h00 and You, or the person accepting delivery on Your behalf, may be requested to produce identification when accepting delivery of Your Order.

5.3 Two attempts will be made to deliver Your order and should You fail, refuse or neglect to be available and accept the order after 2 attempts, You may be liable for additional delivery charges or Unbound may elect to cancel Your order, in which event Unbound will refund You the full transaction value less delivery charges already incurred and a 10% administration charge in the event of the refund being made by electronic funds transfer. The aforesaid refund will, at Your election, be made by electronic funds transfer.

5.4 Within 2 business days of Your order having been shipped, You will receive an email confirmation containing Your shipping details and a tracking number.

5.5 When Your order is delivered, You must inspect the Products and be satisfied that the Products conform to the quality and quantity You ordered and are free from any defects. You are not able to return any Products to Unbound with the courier and if You wish to return the Products, You must follow the returns procedure, as contained in the Unbound Returns Policy.

5.6 In the event of an undelivered order due to an inability to deliver the order by Unbound, You may cancel the order and will be refunded the value of the order within 30 days of cancellation of the order.

5.7 Should an order not be delivered due to incorrect information being supplied by You, Unbound will not be liable towards You for the value of the goods and undertakes to assist You with tracking the order at Your expense.

5.8 Standard Delivery:

5.8.1 Minimum spend of R1750 qualifies for free shipping

5.8.2 Main centers 2-3 days (e.g Cape Town, Johannesburg, Pretoria)

5.8.3 Regional towns 2-4 (e.g Bloemfontein or Port Elizabeth)

5.8.4 Remote towns take 5-7 days (e.g Hermanus)

## **6. PRODUCT EXPIRY DATES**

7.1 Certain Products may contain expiry dates, which will be printed on the outer Product carton and on the Product container. Unbound undertakes to deliver all Products carrying expiry dates, with a minimum of 6 months remaining to the applicable expiry date.

7.2 If You receive a Product, that has been purchased on the Website, that expires in less than the aforesaid 6 months period at the time of receipt thereof, Unbound will replace the Product free of charge, provided that You have notified Unbound thereof within 14 business days from date of delivery of the Product by emailing [hello@unboundsa.com](mailto:hello@unboundsa.com)

## **7. COMPLAINTS**

If You have any complaints regarding the standard and/or quality of the Products bought on the Website, You may send an email to [hello@unboundsa.com](mailto:hello@unboundsa.com).

## **8. GENERAL**

8.1 Unbound takes responsibility for all aspects relating to the transactions concluded on the Website, including the sale and delivery of the Products, customer service and support.

8.2 Unbound reserves the right to change these Terms and Conditions or any part thereof, at its own discretion and it will be Your responsibility to ensure that You read the Terms and Conditions and are satisfied therewith when making a purchase.

8.3 Any changes to the Terms and Conditions will become effective when they have been posted on the Website and it is Your obligation to check the Terms and Conditions for changes and/or updates when making a purchase.

8.4 If You continue to make use of the Website following the posting of changes and/or updates to the Terms and Conditions, You will be deemed to have accepted the changes and/or updates and will be bound by the amended and/or updated Terms and Conditions.

8.5 Unbound shall take all reasonable steps to protect Your personal information in accordance with the Unbound Privacy Policy, a copy of which can be found on the Website.

8.6 These Terms and Conditions will be construed and governed in accordance with the laws of the Republic of South Africa.