Terms and Conditions:

1. Introduction

1.1 This website can be accessed at https://waterworxaquatics.co.za (hereinafter referred to as "the Website") and is made available by Aquatic Fantastic (PTY) LTD T/A Water Worx Aquatics, a company duly incorporated within the laws of the Republic of South Africa under registration number 2023 / 099775 / 07, having its place of business at 21 Main Road Abbotsford East London 5201 (hereinafter referred to as "the Company", "we", "us" and "our").

1.2 These Website Terms and Conditions (hereinafter referred to as "Terms and Conditions") govern the sale of Goods, as defined below, and the use of the Website.

1.3 The Terms and Conditions are binding and enforceable against every person ("you"; "your" or "user") that accesses or uses this Website or registers as a user as contemplated below. By using the Website you acknowledge that you have read and agree to be bound by these Terms and Conditions.

1.4 The Website enables you to shop online for an extensive range of aquarium products (hereinafter referred to as "the Goods").

2. Important Notice

2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (hereinafter referred to as "the CPA").

2.2 These Terms and Conditions contain provisions that appear in similar text and style to this clause and which

2.2.1 may limit the risk or liability of the Company or a third party; and/or

2.2.2 may create risk or liability for the user; and/or

2.2.3 may compel the user to indemnify the Company or a third party; and/or

2.2.4 serves as an acknowledgement, by the user, of a fact.

2.3 Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

2.4 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask the Company to explain it to you before you accept the Terms and Conditions or continue using the Website.

2.5 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or the Company in terms of the CPA.

2.6 The Company permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this The Company permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

3. Use of Website

3.1 By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

3.2 You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot or other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

3.3 You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

3.4 You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

4. Ownership and Copyright

4.1 The contents of the Website, including any material, information, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (hereinafter referred to as "Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of the Company, its advertisers and/or sponsors and/or is licensed to the Company.

4.2 You will not acquire any right, title or interest in or to the Website or the Website Content

4.3 Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin Manager via telephone at 082 826 1584 / 082 360 2236 or e-mail waterworx008@gmail.com.

4.4 Where any of the Website Content has been licensed to the Company or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third party terms and conditions.

5. Disclaimer

5.1 The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

5.2 Whilst the Company takes reasonable measures to ensure that the content of the Website is accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.

5.3 The Company disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

5.4 Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

5.5 Any views or statements made or expressed on the Website are not necessarily the views of the Company, its directors, employees and/or agents.

5.6 In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. The Company thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

6. Linked Third Party Websites

6.1 This Website may contain links or references to other websites (hereinafter referred to as "Third Party Websites") outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

6.2 Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

7. Privacy Policy

7.1 We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

7.2 Should you order online through the Website, we may require you to provide us with personal information for shipping and payment purposes, which includes but is not limited to -

7.2.1 your name and surname;

7.2.2 your email address;

7.2.3 your physical address;

7.2.4 your mobile number; and

7.3 The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is -

7.3.1 required in order to comply with applicable law, order of court or legal process served on the Company; and/or

7.3.2 disclosure is necessary to protect and defend the rights or property of the Company.

7.4 We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, for the sale of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

7.5 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

7.6 The Company undertakes never to sell or make your personal information available to any third party unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, the Company reserves the right to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

7.7 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

7.8 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

8. Limitation of Liability

8.1 The Company cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to waterworx008@gmail.com or by contacting 082 826 1584 / 082 360 2236.

8.2 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

8.3 YOU HEREBY INDEMNIFY THE COMPANY AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

9. Changes to these Terms and Conditions

9.1 The Company may, in its sole discretion, change the Terms and Conditions or any part thereof at any time and notice of such change in the Terms and Conditions will be provided to you, either via email and/or will be displayed on the Website. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such updated or amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such updates or amendments.

10. Availability and Termination

10.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

10.2 The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.

10.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

11. Terms and Conditions of Sale

11.1 Registered users may place orders for Goods as long as the Goods are available and have not been sold out.

11.2 An agreement of sale between you and the Company will come into effect upon completion of an online order summary on the Website, payment or payment authorisation being received by the Company to the satisfaction of the Company and by delivery of the Goods to you.

11.3 You acknowledge that stock of all Goods on offer is limited. When Goods are no longer available the Company will notify you and you will be entitled to a refund of the amount paid by you for such Goods. Whilst the Company will take all reasonable efforts to monitor stock levels, we cannot guarantee the availability of stock and we will only be liable for delivery of the Goods when the Goods are available. Should the Goods no longer be available, you shall be entitled to either be credited or refunded for any payments already made by you.

12. PAYMENT

12.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

12.2 Payment can be made for Goods via -

12.2.1 debit / credit card;

12.2.2 PayFast;

12.2.3 Payment at Retail Store upon collection of goods

12.2.4 credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your purchase of the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;

12.3 The Company will not execute the order until receiving confirmation that payment has been received;

12.4 You may contact us via email at waterworx008@gmail.com to obtain a full record of your transaction. We will confirm all your purchase orders with you via email.

12.5 Once you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

13. Delivery of Goods

13.1 The Company offers 2 (two) methods of delivery of Goods to you. You may elect Delivery via

13.1.1 courier.

13.1.2 Self collection from Retail Store

13.2 Delivery charges are calculated automatically on the total value and weight of all products included in an order, when the order is created.

13.3 Goods collected in store are subject to availability and will need a lead time of 5 – 7 days.

13.4 Delivery of goods will occur within 7 (seven) working days – no deliveries will be made over weekends (hereinafter referred to as "the Delivery Period") provided that the order is paid in full. We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to proceed with your order for the Goods or cancel your order. If you elect to cancel your order, we will reimburse you with the purchase price.

13.5 Should you require the ordered goods on an urgent basis, you may contact us via email at info@waterworxaquatics.co.za in order to arrange overnight courier services at an additional cost to you. The goods will only be shipped overnight once the order is paid in full.

13.6 Local Pickup Fulfilment

13.6.1 All goods purchased from the online store and have the shipping method selected as "Local Pickup" are subject to a handling period of 5 (five) working days before they are ready for collection. The collection notification will be sent when the goods are ready for collection and will be done within the 5 working days as allocated by the above stipulation.

14. Errors

14.1 We shall take all reasonable efforts to accurately reflect the Goods, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence) we shall not be liable to make good on a transaction based on any error apart from refunding any monies paid by you to the Company.

15. Electronic Communications

15.1 When you visit the Website or send emails to us, you consent to receiving communications from us electronically.

16. Cancelation and Refunds

16.1 You are, in terms of section 44 of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") entitled to cancel, without reason and without penalty, your order for the Goods within 7 (seven) days of receipt of the Goods. In such an event -

16.1.1 you will receive a full refund of the purchase price within 30 (thirty) days of the date of your cancellation of the order;

16.1.2 you undertake not to utilise the Goods;

16.1.3 your agreement of purchase will be deemed to have been cancelled, and

16.1.4 you will be liable in terms of section 44(2) of the ECT Act for the direct costs of returning the Goods, such as courier charges.

16.2 The Company may, in its sole discretion, accept the cancellation of an order by you, on sufficient cause shown and on a case by case basis. In which event the provisions set out in this clause 16 in respect of refunds and returns will similarly apply.

17. Returns

17.1 Subject to the provisions of clauses 13.8 and 16 above, Goods may be returned only when defective, damaged or if the Goods supplied are not the same Goods as what was ordered. If any defect in the Goods (provided that such Goods are not by their

nature not durable for up to a period of 7 (seven) days) are discovered within a period of 7 (seven) days after delivery, this must be reported to us as soon as reasonably possible after the Goods having been delivered to you and must be returned to us within a period of 1 (one) month after delivery. Defective products will only be replaced within the specific product's warranty period provided that the product is still in it's original condition and by providing us with the proof of purchase thereof. If the Goods are not the same as what was ordered this must be reported within 24 (twenty four) hours of delivery. Any damage must also be immediately reported, within 24 (twenty four) hours of delivery.

17.2 If the Goods have been approved by us in accordance with the provisions of clause 17.1 for return, we will notify you and either arrange (i) for our couriers to collect the item from you; or or (iii) ask you to return the Goods to our physical address, depending on your original order's shipping method. Should you need to post the Goods back to us please only send it to our physical address, 21 Main Road Abbotsford East London 5201.

17.3 If you are returning Goods via courier you must package it carefully so that it does not become damaged en-route. Please include the Returns Request Number and a copy of your original invoice with any return.

17.4 Nothing in this clause 17 or the Terms and Conditions in any way limits your rights in terms of section 56 read with section 55 of the CPA in any way.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

18.2 In the event of any dispute arising between you and the Company, you hereby consent to the jurisdiction of any competent Magistrate's Court in respect of any action to be instituted against them in terms of this agreement, provided however that nothing herein contained will preclude either party from proceeding against the other in terms of this agreement in any court of competent jurisdiction, in which even such party will be entitled to recover the cost of the proceedings in the said court of competent jurisdiction on the basis of the tariff and charges applicable to such court.

18.3 Nothing in this clause 18 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

19. General

19.1 The Company may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

19.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

19.3 Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.

19.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

19.5 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

19.6 No indulgence, extension of time, relaxation or latitude which any party (hereinafter referred to as "the grantor") may show grant or allow to the other (hereinafter referred to as "the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

19.7 These Terms and Conditions contain the whole agreement between you and the Company and no other warranty or undertaking is valid, unless contained in this document between the parties.