



BLUE SKY DISTRIBUTION INTERNATIONAL

TERMS AND CONDITIONS

1. INTRODUCTION

Blue Sky Distribution International (Pty) Ltd (“Blue Sky Distribution”) is a private company, registered in the Republic of South Africa (Registration number 2017/097968/07), providing proven beauty care products in the clinical cosmetics, beauty and medical aesthetics industry.

2. PURPOSE, SCOPE AND OBJECTIVES

These terms and conditions relate to the access and use of the Blue Sky Distribution website (www.blueskyinternational.co.za), hereinafter referred to as the “website”.

3. OWNERSHIP OF THE WEBSITE

The Blue Sky Distribution website is owned by Blue Sky Distribution International (Pty) Ltd, with its registered address at 171 Paul Kruger Avenue, Kosmos, Hartbeespoort. All of our rights and/or defences as set out in this document shall be for the benefit of our company.

4. CONTENT OF THE WEBSITE

- 4.1 While Blue Sky Distribution makes every effort to update the information provided on the website on a regular basis, Blue Sky Distribution makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and/or content on the website.
- 4.2 These terms and conditions may be amended from time to time, in the sole discretion of Blue Sky Distribution.
- 4.3 The updated terms and conditions will be made available on the website.
- 4.4 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on the website to Blue Sky Distribution. Blue Sky Distribution in turn undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

5. USE OF WEBSITE

- 5.1 The use of this website together with the content contained therein, is provided as is, and although Blue Sky Distribution endeavors to provide accurate information, we cannot provide any guarantees in this regard.
- 5.2 The terms and conditions set out in this document are binding and legally enforceable against any person, who accesses or uses the Blue Sky Distribution website.
- 5.3 By using this website, you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.

- 5.4 Users may view, download or print information that is available on our website, provided it is done for personal use and not for commercial purposes.
- 5.5 Users may not use our website for (including, but not limited to) illegal, offensive, nuisance or damaging purposes; or to create, store or send unsolicited communications.
- 5.6 The creation of any links to our website from any other site whatsoever is strictly prohibited.
- 5.7 Users may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or create derivative works from this website or its content.
- 5.8 Users may not use any robot, spider, web crawlers, other automatic software or device, or manual process to monitor, search or copy our website or its content without the prior written permission from Blue Sky Distribution.
- 5.9 Users may not use this website to transmit any false, misleading, fraudulent or illegal communications.
- 5.10 You accept that you shall be responsible for all account activity conducted as a result of any access obtained through the use of your login details, where you had shared your login details or access rights with any other person or in any other manner conducted or accessed your account carelessly or negligently.
- 5.11 We reserve the right to restrict your use and access to our website or part thereof in the event of any unauthorised use.
- 5.12 **PLEASE DO NOT USE OUR WEBSITE IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

6. INTELLECTUAL PROPERTY

- 6.1 The content on this website is for your personal use only and not for commercial exploitation.
- 6.2 You agree to use the website for the purpose created and not abuse any of Blue Sky Distribution's rights in terms of intellectual property.
- 6.3 Copyright and trademark rights may subsist in some or all of the content on our website.
- 6.4 Unauthorised use, reproduction, copying, dissemination, modification and/or distribution is strictly prohibited and constitutes an infringement of our intellectual property right.

7. THIRD PARTY CONTENT

7.1 External hyperlinks may appear on our website from time to time. This does not imply that there is any relationship between us and any linked third party, nor do we necessarily endorse any such third party, its products and/or services or the security of their website. By using the link, you do so entirely at your own risk.

7.2 Advertising and other promotional material of third parties may appear on our website from time to time. We do not necessarily endorse such third parties or their products and/or services. Unless the information originates from us, your reliance on any information contained in such material is entirely at your own risk.

8. PROCESSING OF PERSONAL INFORMATION

8.1 Blue Sky Distribution deals with your personal information only as directed by you or in accordance with the Protection of Personal Information Act 4 of 2013.

8.2 Please refer to our Privacy Policy, available on our website.

9. ALTERNATIVE DISPUTE RESOLUTION

9.1 Any dispute arising in relation to our agreement with you, shall to the extent permitted by law, be referred to arbitration at a venue to be determined by us, applying the rules of the Arbitration Foundation of South Africa.

9.2 For any complaints, please email Wayne La Grange at wayne@blueskyinternational.co.za.

10. LIMITATION OF LIABILITY

10.1 When you use our website, you do so entirely at your own risk.

10.2 We do not warrant that the functions provided by the website will be uninterrupted or error free, or that the website or the server that makes it available is free from viruses or other harmful components.

10.3 Blue Sky Distribution shall not be held liable, in any manner whatsoever, for any damage or loss sustained by you, or a third party, arising out of your access or use of our website, or reliance on any information contained thereon.

11. JURISDICTION

This agreement is governed by the laws of the Republic of South Africa, irrespective of whether or not you are South African or are accessing our website outside of the Republic of South Africa.

12. GENERAL

12.1 Blue Sky Distribution shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions without notice to you.

12.2 If any provision of these terms and conditions which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as not having been written and the remaining provisions of these terms and conditions shall remain in full force and effect.
