

14. Privacy, access to and use of information

14.1. We receive various types of information (“Information”) from You when You access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in section 1 of ECTA (“Personal Information”).

14.2. We may electronically collect, store and use Personal Information, including but not limited to name, contact details, surfing patterns, email, IP address.

14.3. Whenever You are of the opinion that We fail to comply with section 51 of ECTA, You will contact Us by sending an email to info@houseoffinesse.co.za. We will review Your representation made by email and if within Our sole and absolute discretion deemed advisable, take corrective action and in any event within 14 days respond to You informing about corrective action taken, if any.

14.4. Interception of communications.

Despite such undertaking, it is possible for Internet-based communications to be intercepted.

14.4.1. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

14.4.2. Us and the Owners will not be responsible for any damages You or any third party may suffer as a result of the transmission of confidential or disclosed information You make to the Owners or Us through the Internet, or that You expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.

14.5. To ensure acquaintance with and awareness of Our privacy measures and policies, You are urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

15. Privacy – casual surfing

15.1. You may visit the Website without providing any personal information.

15.2. You accordingly grant express written permission for the Website servers in such instances to collect the IP address of your computer, but not the email address or any other distinguishing information.

15.3. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc.

15.4. We use this information to determine the use of the Website, and to improve content.

15.5. We assume no obligation to protect this information, and may copy, distribute, or otherwise use the information.

16. Privacy – unsolicited information

16.1. If You post unsolicited content or other information (“Information”) to the Website and do not indicate otherwise, You grant to the Owners a non-exclusive, royalty-free, perpetual, irrevocable,

and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such information throughout the world in any media.

16.2. Any enquiries, feedback, suggestions, ideas, or other information You provide to Us (collectively, "Submissions"), except submissions of a personal and confidential nature relating to Your medical condition and/or medical history, will be treated as non-proprietary and non-confidential. Subject to the Terms of this agreement, by transmitting or posting any Submissions, You hereby grant Us full ownership of the Submission. We reserve the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as we deem fit, including, but not limited to, copying in whole or in part, creating derivative works from, distributing and displaying any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Submission within or in connection with Our products or services. You also acknowledge that Your Submission will not be returned and We may use Your Submission, and any ideas, concepts, or 'know-how' contained therein, without payment of money or any other form of consideration from Us, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

16.3. By making a Submission, You represent and warrant that You own or otherwise control the rights to Your Submission and that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailing, or any form of "spam". You may not use a false email address, impersonate any person or entity, or otherwise mislead Us as to the origin of any Submission. You agree to indemnify Us for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission provided by You.

16.4. You grant to Us and the Owners the right to use the name that You submit in connection with such Information. You warrant:

16.4.1. that You own or otherwise control all of the rights to the Information that You post;

16.4.2. that the Information is accurate;

16.4.3. that by the supply of the Information to Us, You do not violate this Policy and do not infringe the rights of any other person or entity; and

16.4.4. that You indemnify Us and the Owners for all claims resulting from Our receipt of the Information You supply to Us.

16.5. We may monitor and edit or remove any Information posted to public pages. We take no responsibility and assume no liability for any Information posted by You or any third party.

17. Privacy – solicited information You give to Us and Credit Card Security

17.1. We require certain Personal Information necessary to process a transaction if You require any of Our products or services.

17.2. We receive and store all Information, including Personal Information that You enter on the Website or give to Us in any other way. You may choose not to provide certain Personal Information, but that may limit the services or products that You may wish to obtain from Us.

17.3. We provide Our products and services in conjunction with Our affiliates and subsidiaries. In this regard, and unless specifically restricted by You from the license below, You, when entering into

the specific transactions in question, grant in writing to the Owners and Us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such Information throughout the world in any media.

17.4. Your Information, that is required by affiliates and subsidiaries to give effect to transactions that You choose to enter into, is shared with those entities.

17.5. The private information required for executing the orders placed through the e-commerce facility, namely Your personal information, credit card details, delivery address, and telephone numbers will be kept in the strictest confidence by Us and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number, will be made known to third parties delivering the product.

17.6. No credit card details are stored on our servers or Website.

17.7. Customers will always have to manually input their CVC number and complete 3D secure (usually through the use of a One Time Password, depending on your bank) to complete payment in these instances.

17.8. We undertake that we have taken all reasonable precautions to secure the credit card processing that is carried out to receive payments for goods sold. We cannot be held liable for security breaches occurring on Your electronic device (personal computer or other electronic device used to access the Website), which may result due to the lack of adequate virus protection software or spyware that You may inadvertently have installed on Your device, or due to any other security breaches that occur notwithstanding the reasonable precautions we have taken.

18. Privacy – cookies

18.1. A cookie is a basic text file that is stored on Your device (computer, mobile phone, tablet, or other devices) by a website's server. Each cookie is unique to Your web browser and contains completely anonymous information such as a unique identifier and the website name.

18.2. Our Website utilises first and third-party cookies. This enables Us to a) improve Your experience on the Website through various means such as storing preferences (like keeping You logged in) or determining aggregate usage behaviour (time on site, number of pages viewed, etc.) through web analytic tools like Google Analytics and b) provide more relevant display advertising to You, using third-party tools such as the Google Analytics Remarketing.

18.3. Most web browsers provide the option to block some or all cookie types should You wish to. You can also opt-out of the Google Display Network using the Ads Preference Manager. As many of the Website's features utilise cookies, we recommend that You do not block them.

19. Privacy – promotional information

We aspire to provide world-class service to our customers, which requires Us providing information to You about new services or special offers. In each instance, You are provided an opportunity to opt-out of such information circulars. For more information, please call Our Help Desk, or send an email to info@houseoffinesse.co.za.

20. Privacy – lawful purposes

When We are served with due legal process requiring the delivery of Personal Information, We have the legal duty to abide by that demand and will do so. We may also impart Personal Information if permitted or required to do so by law.

21 Privacy – surveys and statistical profiles

21.1. We understand that efficiency and customer care translates into good service, We may periodically conduct customer care surveys to enable the updating of service standards.

21.2. When We conduct a survey, We will inform You how the information gathered will be used and provide You with the opportunity to opt-out from such surveys.

21.3. Despite terms to the contrary, We may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including You, by a third party.

22.. Privacy – storage & removal

Personal Information will be stored for as long as it is used, together with a record of the Personal Information and the specific purposes it was collected for. Personal information will be destroyed once it has become obsolete. You may request, at any time, for your Personal Information, including your House of Finesse profile, ordering history, and all forms of communication to be removed from our secure systems by sending an email to info@houseoffinesse.co.za, allowing us 14 (fourteen) working days to complete your request.

23.. Privacy – interception

Subject to the Regulation of Interception of Communications Act (“RIC”), Act 70 of 2002, You agree that We may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Us, our employees, directors or agents. You agree that your consent satisfied the requirements of ECTA and RIC for consent in “writing” as defined.