



Terms of Service of the OTC Website

1. Introduction

These terms of service govern your usage of our website and/or online purchases through this website (the “Service”); by using our website and/or purchasing anything from us through this website you accept these terms in full. If you disagree with any part of these terms, do not use our website or purchase through this website. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

2. Intellectual Property Rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all our intellectual property rights are reserved.

3. Licence to Use Website

You may view, download for caching purposes only, and print pages from the website, provided that:

- a) You must not republish material from this website (including republication on another website), or
- b) reproduce or store material from this website in any public or private electronic retrieval system.

4. Limitations of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. In particular, you agree that:

- a) We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- b) We may remove the Service for undefined periods of time, or cancel the Service at any time, without notice to you.
- c) Your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any

representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

- d) In no case shall OTC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some countries, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

5. Prohibited Uses

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website. In particular, you must not:

- a) Use our website in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- b) Use our website for any purposes related to marketing without our express written consent.
- c) Use our website to copy, publish or send mass mailings or spam.
- d) Use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under any applicable law. All material you copy, publish, or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory, or inflammatory; such material must not infringe any person's intellectual property rights, or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, pornographic, threatening, abusive, harassing, or menacing.

6. User comments, feedback, and other submissions

We reserve the right to edit or remove any material posted upon our website:

- a) We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

- b) In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free, licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

7. Third-party websites

The website contains links to other websites. We are not responsible for the content of third-party websites, or the transmission of data between our website and any third-party website.

8. Variation

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

9. Online Store Terms

By using this website and the online store, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

- a) You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- b) We reserve the right to refuse services to anyone for any reason at any time.
- c) You understand that your content (not including credit card information), may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- d) You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
- e) Prices for our products are subject to change without notice.
- f) We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- g) We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

- h) Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- i) We have made every effort to display as accurately as possible the colours and images of our products that appear at the store.
- j) We cannot guarantee that your computer monitor's display of any colour will be accurate. Certain products are digital downloads and the images represented on the store are illustrative only and do not represent a physical product.
- k) We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- l) We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to, or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- m) You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store.
- n) You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- o) Use of software will be subject to your acceptance of an End User Licence Agreement before you can install the software.
- p) We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

10. Indemnification

You agree to indemnify, defend and hold harmless OTC and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the

documents they incorporate by reference, or your violation of any law or the rights of a third-party.

11. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

12. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

- a) These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- b) If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

13. Entire agreement

These terms of service together with the end user licence agreement where applicable, constitute the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

14. Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa.