

WEIGH-LESS WEBSITE TERMS & CONDITIONS OF USE AND DISCLAIMERS

IMPORTANT LEGAL NOTICE

These Terms and Conditions apply to the entire contents of this website under the name www.weighless.co.za and to any correspondence whatsoever, by email or other means, between ourselves and you. By using our Website, you agree to these Terms and Conditions of Use ("Terms & Conditions"). We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use our Website and, if applicable, you should arrange to cancel your community user account(s) or subscription with us.

1. INTRODUCTION

- 1.1 Weigh-Less controls the Website from its Head Office branch in South Africa and therefore does not state that its contents will be appropriate in all jurisdictions. If you choose to access the Website from countries outside SA, you must ensure compliance with your own local laws.
- 1.2 The use of the Website is subject to you accepting the following Conditions, and the copyright/trademark notice.
- 1.3 You will be able to access some areas of this Website without registering your details with us. However, certain areas of this Website are only open to you if you register. By accessing any part of this Website you shall be deemed to have accepted these Conditions in full. If you do not accept these Conditions in full, you must leave this Website immediately. You also agree that we may immediately cancel your membership and de-activate your user account and stop any further access by you of any files related to your user account and/or the Website itself.
- 1.4 Weigh-Less may revise this Website at any time without notice. You should check this Website from time to time to review the current Conditions and legal notices and other provisions, as they are binding on you.
- 1.5 You agree to accept these changes, whether or not you have reviewed them.
- 1.6 Certain provisions of these Conditions may be superseded by notices or conditions located on other pages on this Website.
- 1.7 The content of this Website belongs to Weigh-Less. You are not permitted to reproduce, distribute, modify, display or otherwise use all or any parts of the contents unless expressly authorised to do so by any notice placed on this Website by Weigh-Less in which case you must comply with any conditions contained in such notice.
- 1.8 Unless otherwise stated, the copyright and other intellectual property rights in materials which appear on this Website (including without limitation photographs and graphical images) are owned by Weigh-Less. No part of this Website may be

reproduced or stored in any other website without prior written permission from Weigh-Less.

- 1.9 No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system without the Company's prior written permission.

2. **TERMS & CONDITIONS OF USE**

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof).

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to,

- (i) restricting the time the Website is available,
- (ii) restricting the amount of use permitted, and
- (iii) restricting or terminating any user's right to use the Website.

You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Websites.

From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

Weigh-Less reserves the right to change the terms of use or policies regarding the use of the Service at any time and to notify you by posting an updated version of the terms of use on this Web site. You are responsible for regularly reviewing the terms of use. Continued use of the Service after any such changes shall constitute your consent to such changes.

3. **ACCESS TO THE WEBSITE**

- 3.1 Weigh-Less reserves the right to revise these Conditions, information, materials and notices on this Website from time to time or to temporarily or permanently discontinue this Website or any part of it from time to time without notice.

- 3.2 Whilst Weigh-Less endeavours to ensure that this Website is normally available 24 hours a day, Weigh-Less will not be liable if for any reason this Website is unavailable at any time or for any period.

- 3.3 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Weigh-Less's control.
- 3.4 Weigh-Less does not warrant that your use or access to this Website will be uninterrupted or error or virus free nor shall it have any liability for damage caused by hostile software which may affect or infect your computer equipment or property on account of your use or browsing on the Website or your downloading of any material.
- 3.5 Weigh-Less Blogs
 - 3.5.1 Weigh-Less has the right to terminate the service at no warning.
 - 3.5.2 The forum/blog is used for Weigh-Less members to motivate each other.
 - 3.5.3 Weigh-Less can post information on the blogs and forums regarding Weigh-Less comments, promotions.
 - 3.5.4 Weigh-Less reserves the right to delete any posts or blogs.
 - 3.5.5 The Weigh-Less forums/blogs are not to be used to advertise non Weigh-Less products.
 - 3.5.6 Weigh-Less reserves the right to terminate/block any user from entering the blogs/forums.
 - 3.5.7 Pictures containing nudity, pornography or offensive images are strictly prohibited from being uploaded onto this site.
 - 3.5.8 Photos/pictures that are used are moderated by Weigh-Less and will be removed if necessary.
 - 3.5.9 Weigh-Less will not be responsible for any messages/posts /photos being deleted or "lost".
 - 3.5.10 Weigh-Less is not liable for any comments that are offensive to the blogger or forum poster.

4. **RESTRICTIONS ON USE OF MATERIALS**

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions. You acknowledge that this Website contains information, software, photos, video, text, graphics, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, data base rights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under applicable copyright laws. All trademarks appearing on this Website are trademarks of their respective owners. Weigh-Less is the trade name and the registered trademark and service mark of Weigh-Less. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

5. **PRIVACY AND SECURITY**

- 5.1 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms and Conditions by this reference, and you confirm that when using this Website, you consent to your personal data being used and processed in accordance with our Privacy Policy.
- 5.2 Personal information provided by you to the Website will be used in accordance with our Privacy Policy.
- 5.3 All content, information, questions, suggestions, messages, comments, ideas, notes or other materials emailed or posted to the Website, whether posted voluntarily or at Weigh-Less's request are the responsibility of the person who made the posting. Weigh-Less is not responsible for and in no way will be liable for the content of such postings.
- 5.4 Although Weigh-Less has guidelines as to the conduct to be complied with when posting to the Website you acknowledge that you may be exposed to postings that you may find offensive or obscene.
- 5.5 You are prohibited from posting or transmitting to or from this Website any material
- (a) that is threatening, defamatory, harmful, obscene, indecent, harassing, seditious, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, vulgar, obscene, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience;
 - (b) for which you have not obtained all necessary licences or approvals;
 - (c) which is unsolicited or unauthorised advertising or is a form of promotional material;
 - (d) which constitutes or encourages conduct which would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, in South Africa or any other country in the world; or
 - (e) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 5.6 You may not misuse this Website (including, without limitation, by hacking).
- 5.7 Weigh-Less will fully co-operate with any law enforcement authorities or court orders requesting or directing Weigh-Less to disclose the identity or locate anyone posting any material in breach of paragraphs 5.4 or 5.5 above.

- 5.8 Weigh-Less may revoke your right to use the website or any part of it if you do not comply with clause 5.4 in respect to participating in, and/or posting any other material to the Website.
- 5.9 Weigh-Less reserves the right to remove any posting on the Website for any reason at any time.
- 5.10 It is Weigh-Less' policy to respect the privacy of its users. Weigh-Less will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless Weigh-Less has a good faith belief that such action is necessary to:

- (1) conform to legal requirements or comply with legal process;
- (2) protect and defend the rights or property of iafrica.com; or
- (3) act to protect the interests of its members or others.

Weigh-Less does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. For more information, see the Privacy Statement.

6. **REGISTRATION RIGHTS**

- 6.1 Each registration is for a single user only. Weigh-Less does not permit you to share your user name and password with any other person nor with multiple users on a network.
- 6.2 Responsibility for the security of any passwords issued rests with you. You must notify Weigh-Less immediately in the event of any unauthorised use of your user account or any other known or suspected breach of security including but not limited to loss, theft or unauthorized disclosure of your or a third party's password. For the avoidance of doubt, you are entirely responsible for any and all activities which occur under your user account.

7. **CHILDREN**

This Website is not for use by children and is not directed to children. This Website is for use and access by individuals who are eighteen (18) years or older.

8. **DISCLAIMER**

- 8.1 Whilst Weigh-Less endeavours to ensure the information on this Website is correct, it does not warrant the accuracy and completeness of the material on this Website. Weigh-Less may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and Weigh-Less makes no commitment to up-date such material.
- 8.2 The material on this Website is provided 'as is' without any warranties of any kind.
- 8.3 Accordingly to the maximum extent permitted by law, Weigh-Less provides you with this Website on the basis that Weigh-Less excludes all representations, warranties,

conditions and other terms (including without limitation the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice may have effect in relation to this Website.

- 8.4 Weigh-Less does not warrant that the service will be uninterrupted or error-free, that defects will be corrected, or that the service or the server that makes it available, are free of viruses or other harmful components. Weigh-Less does not warrant that the use or the results of the use of the service or the materials made available as part of the service will be correct, accurate, timely, or otherwise reliable.
- 8.5 You specifically agree that Weigh-Less shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Weigh-Less is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Weigh-Less is not responsible for any content sent using and/or included in the Service by any third party.
- 8.6 In no event shall Weigh-Less and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service or related web sites, with the delay or inability to use the Service or related web sites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the service, or otherwise arising out of the use of the service, whether based on contract, tort, negligence, strict liability or otherwise, even if the hosting agents or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the service and its related web sites.

9. HEALTH DISCLAIMER

- 9.1 Before starting any weight loss or reduction programme, you should make sure that you are not under-weight and in any event we advise you to seek medical advice before beginning any weight loss programme.
- 9.2 This Website provides information on weight loss management and is intended to assist users in weight loss efforts. Weigh-Less is not a medical organisation and Weigh-Less cannot give medical advice or diagnosis.
- 9.3 The material on this Website is intended to be used as a general guide to weight loss management. Weigh-Less does not provide medical advice or emotional support or assistance on individual cases or feedback on any information submitted or posted to the Website by you.

10. INDEMNIFICATION

You agree to indemnify, hold harmless and, at our option, defend Weigh-Less and our Affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

11. LIABILITY

11.1 Weigh-Less, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of Weigh-Less's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage which may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, loss of or damages arising from or connected in any way to business interruption) and whether in tort (including without limitation negligence, contract or otherwise) in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses which may affect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

11.2 Nothing in these Conditions shall exclude or limit Weigh-Less' liability for

- (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977);
- (ii) fraud;
- (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

12. GENERAL

12.1 If any of these Conditions are illegal, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining Conditions.

12.2 These Conditions together with our Privacy Policy, Copyright/Trademark Notice and the Membership Agreement (if applicable) are the entire agreement between Weigh-Less and you relating to the subject matter herein.

12.3 These Conditions may be modified only by Weigh-Less posting changes to these Conditions, or to this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

- 12.4 We may assign our rights and obligations under this Agreement and our successors, assignors and licensees will be entitled to take the benefit of this Agreement.
- 12.5 The failure of either party to insist upon or enforce the performance of the other party in respect to any provision of these conditions, or to exercise any right under these Conditions will not be construed as a waiver of such rights.
- 12.6 Unless specifically provided in these conditions, no third party shall have any right hereunder.

13. THIRD PARTY PRODUCTS AND SERVICES

You may order services, merchandise or other products through our Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products desired from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

14. USER CONDUCT

As a condition of your use of the Service, you warrant to Weigh-Less that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, provincial, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your use of the Service. By way of example, and not as a limitation, you agree not to:

- o Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- o Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- o Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- o Harvest or otherwise collect information about others, including email addresses, without their consent.
- o Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.

- o Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the Terms and Conditions.
- o Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- o Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto and/or have received all necessary consents.
- o Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- o Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- o Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

Weigh-Less has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Weigh-Less reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

15. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party. Weigh-Less shall not be responsible or liable for any part of any such dealings or promotions.

16. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by Weigh-Less, or Weigh-Less Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software

17. GENERAL

This agreement is governed by the laws of the Republic of South Africa. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and

conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and iafrica.com as a result of this agreement or use of the Service. Weigh-Less' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Weigh-Less' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by iafrica.com with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and iafrica.com with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and iafrica.com with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and iafrica.com agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TOS are solely used for the convenience of the parties and have no legal or contractual significance.

18. TERMINATION

Weigh-Less may terminate access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.