

HAPPY HUNNY (PTY) LTD
WEBSITE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **“CPA”** means the Consumer Protection Act, 68 of 2008, read together with any associated regulations and as amended or replaced from time to time;
- 1.2. **“ECTA”** means the Electronic Communications and Transactions Act, 25 of 2002 read together with any associated regulations and as amended or replaced from time to time;
- 1.3. **“Electronic Communication”** means a communication by means of a data message as per ECTA;
- 1.4. **“Goods”** means pre-owned children’s clothing which a User may choose, at their sole and absolute discretion, to sell to HH and which HH may then onsell to Users of the Website;
- 1.5. **“HH/we/us”** means Happy Hunny (Pty) Ltd, with registration number 2021/927507/07, a company duly registered in accordance with the company laws of the Republic of South Africa;
- 1.6. **“Intellectual Property”** means:
 - 1.6.1. any and all rights in any patents, trademarks, service marks, registered designs, applications, trade, business and company names, internet domains names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
 - 1.6.2. rights under licenses, consents, orders, statutes or otherwise in relation to a right in 1.6.1 above,

- 1.6.3. rights of the same or similar effect or nature as to those in paragraph 1.6.1 and 1.6.2 which may subsist now or at any time in the future; and
- 1.6.4. the right to sue for past infringements of any of the foregoing rights.
- 1.7. **“Notifications”** means the various communication as sent by HH to the User via email, WhatsApp, SMS or any other communication channel;
- 1.8. **“Privacy Policy”** means HH’s Privacy Policy which may be viewed at www.happyhunny.co.za;
- 1.9. **“POPIA”** means the Protection of Personal Information Act, 4 of 2013, read together with any associated regulations and as amended or replaced from time to time;
- 1.10. **“Purchaser”** means a qualifying User of this Website, whether a person, company or other entity, who purchases Goods from HH through the Website;
- 1.11. **“Services”** means the purchase of the Goods from Users and the onwards sale of the Goods to Users of the Website;
- 1.12. **“Supplier”** means HH in the provision of marketing and selling the Goods where the provisions of the CPA are applicable;
- 1.13. **“Supply”** means the sale, exchange or hire of Goods in the ordinary course of HH’s business and in return for consideration paid;
- 1.14. **“Terms and Conditions”** means these terms and conditions as amended from time to time;
- 1.15. **“Third Party Websites”** means any website or application that is not in any way operated or controlled by HH and includes any payment platforms;

1.16. **“Website”** means HH’s website which may be accessed at <https://happyhunny.co.za/>;

1.17. **“you/your”** means a qualifying User of this Website; and

1.18. **“User”** means a person with a registered profile with HH on the Website or who interacts with HH for the provision of the Services through the Website or via WhatsApp or SMS.

2. **INTRODUCTION**

2.1. **Happy Hunny (Pty) Ltd (“HH/us/we”)** is a website that provides the Users with the defined Services.

2.2. By accessing HH’s Website, you will be bound these Terms and Conditions.

2.3. Should you not wish to be bound by these Terms and Conditions you may not:

2.3.1. access, display, use, download, copy or distribute any content available on this Website;

2.3.2. register on the Website; nor

2.3.3. utilize HH’s Services.

2.4. **PLEASE NOTE THAT** by making use of HH’s Services, Website, associated websites, or mobile applications, you agree that you have read, understood, and accepted the Terms and Conditions as contained herein as well as any other terms and conditions posted on our Website, including but not limited to our Privacy Policy and this creates a valid and binding agreement between you and HH.

- 2.5. HH may, at its sole discretion, make amendments to these Terms and Conditions from time-to-time which amendments will come into force and effect upon publication of the amended Terms and Conditions on the Website and it is your responsibility to ensure that you keep up to date with the amendments hereto.
- 2.6. Each amendment to these Terms and Conditions will include a date on which they have been published and this is the date on which they shall be deemed to have come into force and effect.
- 2.7. By accepting these Terms and Conditions you also agree to accept and be bound by any amendments which may be made. In any event, your continued use of the Website shall be deemed to constitute your acceptance of any amendments to these Terms and Conditions which are made from time to time.
- 2.8. A certificate (letter) signed by the administrator of this Website is *prima facie* proof of the date and content of the latest, and any previous, versions of these Terms and Conditions and other terms and conditions published on this Website from time to time.
- 2.9. Should you be unable to understand the contents of these Terms and Conditions or any other terms and conditions as published on this Website, or should you have any queries then please contact us on info@happyhunny.co.za

3. REGISTRATION ON HH'S WEBSITE

- 3.1. Before you are entitled to utilize the Services as offered by HH on the Website you must register a profile with HH, and we must accept your registration.
- 3.2. By registering a profile with HH, you hereby warrant that you are above the age of 18 (eighteen) and hold full legal capacity to enter into agreements

and accept the Terms and Conditions herein as well as any other terms and conditions which may be published on this Website from time to time.

- 3.3. If you are under the age of 18 (eighteen) you **MAY NOT** register on this Website.
- 3.4. HH may accept or reject your registration, at its sole and absolute discretion, without the need to provide reasons for such acceptance or rejection.
- 3.5. To register with HH, you will be required provide particular personal information which may include but is not limited to;
 - 3.5.1. your name and surname;
 - 3.5.2. your identity number;
 - 3.5.3. your email address(s);
 - 3.5.4. your physical address;
 - 3.5.5. your mobile number;
 - 3.5.6. your bank account details; and/or
 - 3.5.7. your credit card details.
- 3.6. By entering any and all personal information on HH's website, registering with the Website, creating a profile, uploading data, or by accepting these Terms and Conditions you consent to the processing of your personal information by HH in terms of POPIA.

- 3.7. Should your personal information change, please inform us and provide us with the relevant updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 3.8. You may choose to provide additional personal information to us, as well as the personal information of third parties, in which event you warrant that you have the necessary consent and authority to do so, agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 3.9. Your privacy and security of personal information is of great importance to HH. We respect your privacy and will take all necessary and reasonable measures to protect it. The terms and conditions relating to privacy can be found in the Privacy Policy as published on our website from time to time.
- 3.10. Subject to what is said below, we will not, without your express consent, use your personal information or the personal information of any third party supplied by yourself for any purpose other than as set out below:
 - 3.10.1. to provide you with the Service;
 - 3.10.2. in relation to the Service;
 - 3.10.3. to contact you regarding current or new goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
 - 3.10.4. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us).

3.11. Subject to what is said below, we will not, without your express consent, disclose your personal information to any third party other than to:

3.11.1. our employees and/or third-party service providers who assist us to interact with you via our Website, email or any other method;

3.11.2. our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

3.11.3. law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions; and

3.11.4. our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit.

3.12. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, we are entitled 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.

3.13. We will:

- 3.13.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
- 3.13.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access;
- 3.13.3. provide you with access to your personal information to view and/or update personal details;
- 3.13.4. promptly notify you if we become aware of any unauthorised use, disclosure, or processing of your personal information;
- 3.13.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- 3.13.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

3.14. 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.

3.15. We undertake never to sell or make your personal information available to any third party other than as provided for in these Terms and Conditions and the published Privacy Policy.

3.16. 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.

- 3.17. If you disclose your personal information to a third party, such as an entity that operates a website linked to this Website or anyone other than us, we 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.
- 3.18. While HH takes all reasonable measures to secure a User's security and privacy, the User who registered a profile with HH is responsible for any activity that occurs on the Website through that User's log-in credentials. Therefore, to maintain control over the User's profile the User should not share any of their login credentials with any third party and HH will not be liable for any unauthorized access to the Website where the User has done so.
- 3.19. Whenever the correct login credentials are entered into the Website, HH shall assume that the User is the person accessing that User's profile on the Website.
- 3.20. Should the User provide their login credentials to a third party, the User will be responsible for all actions of that third party on the Website, including access to any confidential information and documents or any payments made.
- 3.21. HH is required to retain certain personal information of the User which will be collected and stored as set out in the Privacy Policy.
- 3.22. As the User, you are responsible for updating and maintaining the accuracy of the information provided to HH.

3.23. HH may, at its sole discretion, terminate or suspend your profile where HH has any concerns relating to the accuracy of the information provided by the User.

4. INFORMATION ON HH'S WEBSITE

4.1. All information contained on HH's Website, or any related site, is only intended to provide you with general information about us, our products, our services, and our vision and should not be substituted for advice.

4.2. All information is provided "as is" and you should not rely on such information or treat it as advice. You should always consult with an appropriate person before doing anything based on any information on this website.

4.3. Please note that your use of the Website and any communication related thereto does not constitute "privileged communications" as between a professional and their client.

5. YOUR USE OF HH'S WEBSITE

5.1. 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 this Website.

5.2. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify this Website or the information contained herein, without prior written consent from HH.

5.3. You may not at any time attempt to or actually; alter, reverse-engineer, modify, circumvent, amend, tamper with or change any part of this Website and/or any security features of this Website.

- 5.4. You may not use this Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 5.5. You agree not to:
 - 5.5.1. use this Website for illegal or inappropriate purposes;
 - 5.5.2. interfere with or disrupt the proper operation of this Website;
 - 5.5.3. attempt to gain unauthorised access to this Website, system, or any other part of this Website you do not have the right to access; and
 - 5.5.4. convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious, or otherwise objectionable or offensive material of any kind or nature.
- 5.6. HH will use reasonable endeavours to maintain the availability of the Website, except for during scheduled maintenance periods.
- 5.7. HH may, however, change, limit the functions, suspend or close the Website temporarily or permanently without providing you with notice of our intention to do so.
- 5.8. HH makes no express or implied representation or warranty:
 - 5.8.1. that the Website will be available for access at all times, or at any time on a continuous uninterrupted basis;
 - 5.8.2. as to the operation, quality, or functionality of the Website;
 - 5.8.3. that the Website will be free of errors or defects; and

5.8.4. that the Website is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

6. HH'S SERVICES

6.1. HH's Services include the purchase and sale of pre-owned children's clothing (the "Goods").

6.2. THE PURCHASE OF GOODS BY HH FROM USERS

6.2.1. A qualifying User may offer Goods to HH which HH may then, at their sole and absolute discretion, elect to purchase from the User at a price agreed between the Parties.

6.2.2. When offering Goods to HH, you agree and acknowledge that:

6.2.2.1. you have the requisite legal capacity to enter into a purchase and sale agreement and to pass the right and title of the Goods to HH on the conclusion of the purchase and sale agreement; and

6.2.2.2. the Goods are free of any restriction, encumbrance or any other limitation to the rights of possession and ownership of the Goods.

6.2.3. Should the Goods offered by the User not meet the HH quality standards, HH is under no obligation to purchase the Goods from the User.

6.2.4. Should a User wish to donate any Goods, HH will facilitate the donation on behalf of the User and no Goods which have been donated will be sold on HH's Website.

6.2.5. Where HH has purchased Goods from qualifying User, HH may, at its sole and absolute discretion, offer these Goods for sale on its Website to other qualifying Users of the website.

6.3. THE PURCHASE OF GOODS FROM HH BY USERS

6.3.1. When purchasing Goods from HH, you agree and acknowledge:

6.3.1.1. that HH is not the manufacturer, nor agent or sales representative of any such manufacturer, of any goods offered for sale or sold on this site;

6.3.1.2. that the Goods are pre-owned Goods;

6.3.1.3. that HH does not guarantee, represent, warrant or hold out that any of the Goods offered for sale will be available in specific sizes and/or quantities as the supply of Goods is dependent on HH purchasing such Goods from third party users; and

6.3.1.4. that HH does not guarantee, represent, warrant or hold out that any of the Goods as offered for sale on this site are legally able to be sold.

7. THE CONSUMER PROTECTION ACT, 68 of 2008

7.1. Where the User is a Consumer as defined in the CPA, the CPA may be applicable to the purchase of the Goods from HH.

7.2. A consumer is defined in the CPA as a "*purchaser who enjoys the protection afforded by the CPA and includes:*

7.2.1. *natural persons and juristic persons whose asset value or annual turnover falls below the threshold (currently R2 Million) which the Minister of Finance may determine from time to time;*

7.2.2. *a person to whom any particular goods or services are marketed in the ordinary course of the Supplier's business;*

7.2.3. *a person who has entered into a transaction with a Supplier in the ordinary course of the Supplier's business, unless the transaction is exempt from the application of the CPA;*

7.2.4. *a user of the particular goods or a recipient or beneficiary of those particular services, irrespective of whether that user, recipient or beneficiary was a party to a transaction concerning the supply of those particular goods or services;"*

7.3. No provisions of these Terms and Conditions are in anyway intended to contravene the applicable provisions of the CPA and therefore to the extent that the CPA is applicable, same will take precedence over the Terms and Conditions to ensure that all the applicable provisions of the CPA are complied with.

8. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 25 OF 2002

8.1. Where the User is a Consumer as defined in ECTA, ECTA may be applicable to the purchase of the Goods from HH.

8.2. A consumer is defined in ECTA as "*any natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or services offered by that supplier*".

8.3. No provisions of these Terms and Conditions are in anyway intended to contravene the applicable provisions of ECTA and therefore to the extent

that the ECTA is applicable, same will take precedence over the Terms and Conditions, and the CPA where applicable, to ensure that all the applicable provisions of ECTA are complied with.

9. **HH'S INTELLECTUAL PROPERTY**

9.1. The contents of this website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in the Website ("**Website Content**") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of HH, its advertisers and/or sponsors and/or is licensed to us.

9.2. **You will not acquire any right, title or interest in or to this website or the Website Content.**

9.3. You may view such content and copy it onto a computer or other device or storage media and you may print and make paper copies of it, but only if:

9.3.1. it is for the purposes of deciding or using our Services;

9.3.2. it is not used for any commercial purposes; and

9.3.3. any copy of the content from any part of our website must show our copyright notice.

9.4. Where any of the Website Content has been licensed to us 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.

10. **LINKING TO THIRD PARTY WEBSITES**

10.1. The Website may contain links or references to other websites (“**Third-Party Websites**”), including those of service providers, which are outside of our control.

10.2. These Terms and Conditions do not apply to those Third-Party Websites and HH is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

10.3. Notwithstanding the fact that this 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 therein.

10.4. HH does not give any warranty about any other website, software or hardware, including their security or performance.

11. **AVAILABILITY, CLOSING SUSPENDING OR LIMITING THE WEBSITE**

11.1. HH will use reasonable endeavours to maintain the availability of the Website, except for during scheduled maintenance periods.

11.2. HH may, however, change, limit the functions, suspend or close the Website temporarily or permanently without providing you with notice of our intention to do so.

11.3. HH makes no express or implied representation or warranty:

11.3.1. that the Website will be available for access at all times, or at any time on a continuous uninterrupted basis;

11.3.2. as to the operation, quality or functionality of the Website;

11.3.3. that the Website will be free of errors or defects; and

11.3.4. that the Website is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

12. ELECTRONIC COMMUNICATIONS

12.1. When you register a profile on this Website or send communication to HH in the form of email, WhatsApp or SMS, you consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our Privacy Policy.

13. RISK OF SENDING INFORMATION OVER THE INTERNET

13.1. There is always a risk when sending information over the internet.

13.2. HH undertakes to take all reasonable steps to limit these risks, however, we cannot stop all illegal activities. We are not responsible for any loss or damage you may suffer as a result of sending information over the internet.

14. DISCLAIMER AND LIMITATION OF LIABILITY

14.1. HH cannot be held liable for any inaccurate information published or displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of HH, our employees, agents, or authorised representatives.

14.2. HH 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, this Website or the content contained on the Website; or your

inability to use the Website, and/or unlawful activity on the Website and/or any linked Third-Party Website.

14.3. You hereby indemnify HH and any of its associated companies 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.

15. **GOVERNING LAW AND JURISDICTION**

15.1. 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**.

15.2. Your continued use of this 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.

16. **DISPUTE RESOLUTION**

16.1. Should there be any dispute directly related to this Website or any of our Services or products will be decided by arbitration.

16.2. Any arbitration will be held and dealt with in terms of the rules of the Arbitration Foundation of South Africa.

17. **NOTICES**

17.1. HH hereby selects 152 Bryanston Drive, Bryanston, Sandton, Gauteng, South Africa as its physical address for the service of all formal notices and legal processes in connection with its Services and products and these

Terms and Conditions. HH may change this address from time to time by updating these Terms and Conditions.

17.2. HH hereby selects info@happyhoney.co.za as its electronic address for the service of all formal notices and legal processes in connection with these Terms and Conditions and hereby consents to electronic service in terms of the ECTA. We may change this address from time to time by updating these Terms and Conditions.

17.3. The User hereby accepts that the electronic address provided upon the registration of a profile is the chosen electronic address for the service of all formal notices and legal proceedings in connection with these Terms and Conditions and the User, when supplying such electronic address, consents to electronic service in terms of the ECTA.

17.4. Notices must be sent either by hand, prepaid registered post, or email and must be in English.

17.5. All notices sent –

17.5.1. by hand will be deemed to have been received on the date of delivery;

17.5.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting; and

17.5.3. by email, will be deemed to have been received on the date indicated in the “Read Receipt” notification. All email communications between you and us must make use of the “read receipt” function to serve as proof that an email has been received.

18. **GENERAL**

18.1. We may, at our sole discretion, at any time and for any reason and without prior written notice, choose to suspend or terminate the operation of this

Website or the user's right to use this Website or any of its contents subject to us processing any orders then already made by you.

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

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

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

18.5. The headings in these Terms and Conditions are only for information. They are not to be considered when interpreting any clause in these Terms and Conditions.

19. **HAPPY HUNNY'S INFORMATION**

19.1. For the purposes of the ECTA, HH's information is as follows, which should be read in conjunction with its service and product descriptions and other terms and conditions contained on the Website:

Full name: Happy Hunny (Pty) Ltd

Main business: The purchase and sale of pre-owned children's clothing.

Physical address for receipt of legal service (also postal and street address): 152 Bryanston Drive, Bryanston, Sandton, Gauteng, South Africa

Office bearers: Ryan Smith

Phone number: 066-285-0432

Email address: info@happyhunny.co.za

Website: <https://happyhunny.co.za/>