

## **Terms and Conditions**

Please read the terms and conditions in full as set out below. By accessing the Pet Creations website in anyway, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. Should you not agree to any of the Terms and Conditions set out below, please discontinue use or access to the Pet Creations website.

### **Definitions**

- “Pet Creations website” means the website and all its content displayed as authorised by Adamjee Kathrada & Son CC.
- “Pet Creations” means the company Adamjee Kathrada and Son CC trading as Pet Creations.
- “Website” and “Website Content” refers to all the text, images, or media content that you, the users of the Pet Creations website, can access on the Pet Creations website with domain: petcreations.co.za.

### **Eligibility**

You must be above eighteen (18) years of age. Should you be below the stipulated age, consent of a parent or legal guardian must be obtained to use the Pet Creations website and agree to the Terms and Conditions. Use of our website is void where prohibited by South African law.

### **Prohibitions and Permitted Use**

- By accessing the Pet Creations website, you agree to the Terms and Conditions stipulated herein and all laws governed by South African law that apply.
- The content of the Pet Creations website may not be copied, modified, distributed, or used for any commercial or non-private use without the prior written consent of Pet Creations. Selling, the transfer of or the exploitation of any of the content and Intellectual Property found on the Pet Creations website, partially or wholly, is not permitted.
- The viewing and printing of the Pet Creations website content is permitted provided that the respective content is used for non-commercial or private use only.
- You, the user of the Pet Creations website, agree to access, browse, and make use of the Pet Creations website lawfully.

### **Intellectual Property, Website Domain, and Content**

The full content on the Pet Creations website remains the sole property of the respective content owner. The respective content and owner are protected by the relevant trademarks, patents, copyrights, or the applicable laws.

In its entirety, the Intellectual Property on the Pet Creations website is the property of Pet Creations. This Intellectual Property includes, but is not limited to, domain names, text, graphics, icons, and design elements.

Nothing on the Pet Creations website should be interpreted or accepted as a licence to issue the content of the Pet Creations website without prior written consent from Pet Creations.

### **Quality of Products**

To the best of our knowledge, products that are both manufactured by us and those that we outsource are manufactured using quality materials and/or ingredients.

Should your pet have an adverse reaction to any of the food items, treats or products that we stock or manufacture, please stop feeding and/or using these items immediately. Take your pet to a vet and refer the complete ingredients list to the vet.

Pet Creations cannot be held directly responsible should any of these items have an adverse effect on you pet.

To the best of our ability, we will ensure that the items we stock, and manufacture are safe for consumption and use by your pet.

You agree to follow the recommended feeding and usage instructions as set out by the manufacturer.

### **Limitation and Disclaimer of Liability**

The information displayed on the Pet Creations website is provided for information purposes only without guarantees or conditions to its accuracy. The information contained on the Pet Creations website is not intended as and should not be considered as a substitute for professional advice.

As a user of the Pet Creations website, you should carefully read and adhere to all product information, manufacturer's directions, and warnings. You should also seek independent professional advice where it is appropriate.

Pet Creations is not liable for the actions of the users of the Pet Creations website.

### **Indemnity**

You, the user of the Pet Creations website, agrees to defend, indemnify and hold harmless Pet Creations, its subsidiaries and divisions and their respective employees, representatives, directors, officers and affiliates from any and all claims, liabilities, damages, costs (including, but not limited to, legal fees) that arise from your use of the Pet Creation website or from your breach of the Terms and Conditions set out in this document.

### **Waiver and Severability of Terms and Conditions**

We, Pet Creations, will ensure to the best of our abilities that the content on the Pet Creations website is correct, accurate and reliable. While we make reasonable endeavours to ensure that the information is correct in this regard, inaccuracies may occur.

You, the user of the Pet Creations website, acknowledge and are aware that the Pet Creations website is provided to you, the user, “as is” and that your use of the Pet Creations website is at your own risk.

You are not permitted to access any unauthorised pages on the Pet Creations website. You are prohibited from changing, modifying, or uploading any unauthorised content, deleting, amending, altering, or creating other hyperlinks of the content on the Pet Creations website.

If any clause or section of these Terms and Conditions be declared by any court or competent jurisdiction to be invalid, unlawful, or unenforceable, the other clauses and/or sections will remain in effect.

If any unlawful, invalid, or unenforceable clause and/or section would be lawful, valid, or enforceable if a part of it was deleted, then the that part will be deleted and the rest of the clause and/or section will remain in effect which is in line with that which is permissible by South African law.

### **Third-Party Website Hyperlinks**

The Pet Creations website may provide hyperlinks to other websites. These websites are not controlled by Pet Creations.

Pet Creations is not responsible for ensuring that the imbedded hyperlinks are in working order nor do the presence of these hyperlinks imply the endorsement or support of these linked websites.

It remains the responsibility of the user of the Pet Creations website, you, to ensure that any website that may be hyperlinked to the Pet Creations website is authentic. This should be done prior to making any use of the respective hyperlink.

Material, text, graphics, or any other content downloaded from these websites may risk infringing intellectual property.

### **Correction of Content**

Should there be any inaccurate, illegal, or harmful content displayed on the Pet Creations website, you, the user of the Pet Creations website, should report the issue to Pet Creations. Pet Creations will take the necessary steps to correct or remove the respective content as soon as Pet Creations becomes aware of it.

### **The Whole Agreement between You and Adamjee Kathrada and Son Cc**

The Terms and Conditions set out herein constitute the entire agreement between Pet Creations and you, the user of the Pet Creations website and shall serve to supersede over any disclaimer or legal notices from communication received by Pet Creations from you, the user of the Pet Creations website.

Failure to exercise or enforce any rights or provision in any regard does not serve a waiver of the respective rights or provisions.

No amendments to these Terms and Conditions, any term or any other condition presented on the Pet Creations website will be binding unless it is made by, authorised by, and recorded in writing by Pet Creations.

To the extent allowed under the law of South Africa, Pet Creations will not be bound by implied or express promise, guarantee, warranty, term or the like not recorded in these Terms and Conditions.

### **Applicable Law**

Pet Creations is controlled and operated from within the Republic of South Africa. It is thus governed by South African law.

### **Legal Jurisdiction and Legal Costs**

The High Court of South Africa will have full jurisdiction regarding any legal proceedings that may arise in terms of this agreement.

Pet Creations will not be held liable for any legal costs or expenses incurred by you, the user of the Pet Creations website, for the purpose of obtaining legal advice regarding the Terms and Conditions set out herein.

### **Breaches**

Pet Creations is entitled to its rights as laid out in the Terms and Conditions or in accordance with South African law to claim on damages from the you, the user of the Pet Creations website, or to commence with criminal proceedings should you, the user of the Pet Creations website, breach any of the terms stipulated in the Terms and Conditions partially or fully.