

TERMS AND POLICY

PEACE SILK

1. Your Consent

By using this Website or communicating with us by electronic means, you consent and acknowledge that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to, the requirement that such communications should be in writing.

2. Updating of these Terms

We may change, modify, add to or remove from portions or the whole of these terms. Changes to these terms will become effective when the changes are posted to this website. It is your obligation to periodically review these terms on the website for changes or updates. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these terms, including any changes or updates.

5. Products and Services for Personal Use

The products, and any samples thereof, available on the website are for your personal use only. You may not sell or resell any of the services, products or samples you receive from us. If, in our sole discretion, we believe that any order to be filled or products or services to be provided to you may result in the violation of these terms, we reserve the right, with or without notice, to cancel the order or reduce the quantity of the products ordered.

6. Payment

Payment may be made by Visa, Mastercard, credit & debit cards or by bank transfer into our bank account, the details of which will be provided at checkout. The checkout allows for review, corrections, and withdrawal by You prior to placing a final order.

7. Delivery Policy

- 7.1. Subject to stock availability with suppliers and receipt of payment, requests will be processed within three (3) working days and handed over to a courier company for delivery. Order processing can be subject to stock delays. However, we will endeavour to notify you of any such delays. Local delivery (within South Africa) is free for orders in excess of R1850. For orders under R1850, a nominal rate calculated on weight shall apply. This fee shall be presented and added at check out. International deliveries, customs, VAT and any other applicable taxes are paid for by our clients. The weight of the package determines the final delivery costs.
- 7.2. We do not deliver to post-offices. We will be in contact with you to arrange an alternative address should you submit a post office address for delivery.
- 7.3. We deliver to farms, military bases, major chain stores, power stations, game reserves, lodges, airports, or harbours. We do not deliver to vacant land or plots.
- 7.4. We will supply all goods to the delivery company in good order and will reasonably endeavour to ensure that goods arrive at your chosen delivery address in the same good order.

- 7.5. Delivery times may vary. On average customers can expect deliveries to metropolitan area addresses (i.e. Cape Town, Johannesburg, George, Port Elizabeth, Durban, Bloemfontein & Pretoria) within 1-3 business days. Outlying areas can expect delivery in 3-5 business days.
- 7.6 You may be required to provide a valid form of identification when your order is delivered.
- 7.7. All international orders (for delivery outside of the Republic of South Africa), once dispatched from our premises, are non-returnable, and non-refundable due to their permanent export status once the parcel leaves the borders of South Africa. (Returning a consignment would attract a return shipping fee + applicable import duties and taxes that would be for the purchaser's account). It is the duty of the purchaser to instruct us if insurance should be taken out on the consignment, which insurance shall be for the purchaser's account. Should there be significant product damages resulting in loss of product during transit, and insurance has been taken out, Peace Silk® will send the necessary replacements after the insurance policy has paid out. Peace Silk® will not be liable for replacements should product damages occur with no insurance cover taken. All international shipping, processing, and handling charges are for the purchaser's account, including any import duties and taxes exercised by your country of import. Peace Silk® will not be liable for carrying the costs of transport or applicable taxes and will never quote indicatively on import duties due to their varying nature from territory to territory. It is the sole responsibility of the purchaser to ensure all relevant waybill delivery details are correct, including names, delivery addresses, and other relevant contact information that is required for the import of the goods into their country. Peace Silk® will not be held liable for charges or fees involved in amending incomplete/invalid/incorrect information supplied for the shipping waybill after a consignment has been shipped. Our export pricing is the same as our website display pricing.

8. Defective Goods, Adverse Reactions and Returns or Refund Policy

- 8.1. If you have received a product from us and found that the product is defective, please contact our Customer Care by sending an email to mail@peacesilk.global within ten (10) working days of delivery and we will gladly collect the product at our own expense for local purchases only. In the case of international orders, customers will be liable for international shipping, processing, and handling charges, including any import duties and taxes exercised by your country of import. We will provide you with a refund or suitable replacement.
- 8.2. Upon delivery for South African customers, if you no longer want the product You have ordered, you may return it to our physical address within 7 days of order date, at your own expense. If the product is unopened and the original packaging is still intact, we will provide you with a monetary refund or a suitable Peace Silk replacement product.
- 8.3 We may deduct any charges necessary should the product be in its original condition and repackaged in its original packaging. We may further also charge a reasonable fee for the restoration costs to render the product fit for re-stocking.
- 8.4. Subject to Section 56 of the Consumer Protection Act, 68 of 2008, the above clauses in paragraph 8 are subject to the following reasonable guidelines:
 - 8.4.1. Products must have been purchased directly from us. We cannot accept returns of products purchased from other retail outlets. Please return those to the store where purchased.

8.4.2. Products must be returned within 7 days of the order date. After the 7-day period we will only consider defective products.

8.4.3. Please include a copy of your receipt (or a note with your order number, name, email address, and phone number) and your reason for returning the product(s).

8.4.4. We cannot accept returns or issue refunds on used products.

8.4.5. Original shipping and handling charges are non-refundable (if applicable).

8.4.6. Products specified as non-returnable or not for resale, cannot be returned.

8.4.7 We may in certain instances require an assessment of the goods returned. We will either repair or replace the products or refund you in the same way that you paid for the goods. If in our assessment you have not adhered to the use and care instructions, we will refuse to accept return thereof.

8.5. Please notify us of any intended return by sending an email to the below email address whereafter you will receive further directions:

Attention: *Operations Manager mail@peacesilk.global*

9. Complaints

9.1. Any complaints regarding the use of the website or the standard and quality of the product or products bought by you through the e-commerce facility should be directed to:

Peace Silk®

Attention: *mail@peacesilk.global*

10. Copyright and Intellectual Property Rights

10.1. We provide certain information on the website. Content displayed on the website is provided by us, our affiliates or subsidiaries, or any other third-party owners of the content. All the proprietary works (and the compilation of the proprietary works) and information and content available on the website and its “look and feel”, including but not limited to logos, trademarks, service marks, images, graphics, text, button icons, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the “Content”), is owned by us, our affiliates, partners, subsidiaries, licensors or any third party owners of the rights (“Owners”), and the content is protected by South African and international copyright and trademark laws.

10.2. We may, at any time and without notice to you, make any changes to the website, the content, or to products or services offered through the website. The Owners and us reserve all rights in and to the content. Except as specified in these terms (particularly in the limited license in clause 11 below), You are not granted a license or any other right including under copyright, trademark, patent or other intellectual property rights in or to the content, and neither the content nor any portion of the website may be used, sold, copied, duplicated, reproduced, sold, resold, modified, accessed, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent. For clarity, this website may only be used privately for viewing and purchasing our products.

11. Limited License to General Users

- 11.1. We grant you a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for personal, non-commercial and information purposes only.
- 11.2. This website and the content may not be reproduced or otherwise exploited for any commercial purpose without our express prior written consent.
- 11.3. You may not collect product or service listings, descriptions or other information displayed here, nor make derivative use of this website or the content for the benefit of another merchant. You may not (a) license, republish, transmit, redistribute, sell or download this website or any and/or all content (except caching or as necessary to view this website); (b) frame or make use of framing techniques to enclose the website (or any portion thereof) or the content without our express written consent; (c) collect account information for your benefit or for the benefit of another party; (d) reverse engineer, modify or create any derivative works based upon either this website or any and/or all content; (e) use this website or any and/or all content for non-personal use; (f) use any meta tags or any other "hidden text" utilizing any and/or all content; or (g) use any technology (crawlers, spiders, software robots, or similar data gathering and extraction tools) to search or gain any information from this website, or take any other action that may impose an unreasonable burden or load on our infrastructure.
- 11.4. You must retain, without modification, all proprietary notices on this website or affixed to or contained in this Website.
- 11.5. We grant you a limited, revocable and non-exclusive license to hyperlink to the home page of our website for personal, non-commercial use only. Any website that links to this website (ii) may not imply that we are endorsing such website or its services or products or that you have any rights in our website or intellectual property; (iii) may not misrepresent its relationship with us; (i) may link to, but not replicate, any and/or all of the content; (iv) may not contain content that could be construed as obscene, controversial, offensive, distasteful, or illegal or inappropriate for any ages; (v) may not portray us or our products or services in a false, derogatory, misleading, or otherwise offensive or objectionable manner, or associate us with undesirable products, services or opinions; and (vi) may not link to any page of this website other than the home page. If we, in our sole discretion, request that you remove any link to this website, you must immediately remove such link, upon receipt of such request, and cease any linking, unless separately and expressly authorized by us in writing.
- 11.6. We and the Owners do not offer products or services to minors. If you are under the age of 18 you may not act upon any offers on the website without the consent and guidance of a legal guardian.
- 11.7. We and the Owners, affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.
- 11.8. Your license is automatically cancelled (without prejudice to any other remedy provided by applicable law or these terms) if you do not get our express, written permission before using this website in a way these terms do not allow, and we may cancel your license at any time for any reason.

12. Your Obligations and Responsibilities

You agree to comply with these terms and any special warnings or instructions for access or use posted on the website. You agree to always act in accordance with the law, custom and in good faith. You may not change or alter the website or any content or services that appear on the website and you may not, in any way, impair the integrity or operation of the website. Without limiting the generality of any other provision of these terms, you are liable for any and all losses and damages caused to us, our affiliates, subsidiaries, partners or licensors, by your negligent or wilful default of any of the obligations contained in these terms.

13. Limitation of Liability and Indemnification

13.1. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the website and all content on the website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and we, the Owners, suppliers, employees, directors, partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the content, or any third-party content accessible via an Internet link.

13.2. Neither we nor any holding company, affiliate or subsidiary of us or the Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the content or the website or any functionality, or of any linked website to the extent permissible by law. Links appearing on this website are for convenience only and we, our affiliates, or our partners do not endorse the referenced product, service, content or supplier. If you link to any off-website pages or other websites, you do so at your own risk. We do not assume responsibility for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from this website. We also do not assume any responsibility or liability for the content, products, services or actions of such pages and websites, including, without limitation, their privacy policies and terms and conditions. The terms and conditions and privacy policies of all off-website pages and other websites that you visit should be carefully reviewed by you.

13.3. Our Website provides Peace Silk® products for sale. The use of any product bought from this website is at your risk. You and any other users indemnify us, our affiliates and subsidiaries and hold us, our affiliates and subsidiaries harmless against any loss, injury or damages which may be sustained as a result of using the products sold on this website.

13.4. We attempt to be as accurate as possible when describing our products on the website. However, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours, information or other content available on this website are accurate, complete, reliable, current, or error-free.

13.5. USE OF THE WEBSITE IS AT YOUR SOLE RESPONSIBILITY AND RISK. THIS WEBSITE IS PRESENTED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NO LATENT DEFECTS, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND TITLE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. DESPITE ANY WARRANTY WE MAY GIVE, WE WILL NOT BE LIABLE FOR ANY DEFECT ARISING FROM YOUR NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS (WHETHER ORAL OR IN WRITING) OR

MISUSE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM IN WHICH ANY LEGAL ACTION MAY BE BROUGHT (WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE), OUR MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES FOR ANYTHING GIVING RISE TO LEGAL ACTION WILL NOT EXCEED ONE THOUSAND RAND. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FORESEEABLE OR UNFORSEEABLE) OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED (INCLUDING (a) LOST PROFITS, (b) INTERRUPTION OF BUSINESS; (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS WEBSITE; (d) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (e) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS; (f) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THIS SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (g) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (h) EVENTS BEYOND OUR REASONABLE CONTROL. YOU AGREE THAT NO CLAIMS OR ACTIONS ARISING OUT OF, OR RELATED TO, THE USE OF THIS WEBSITE OR THESE TERMS AND CONDITIONS OR ANY PRODUCTS PURCHASED VIA THIS WEBSITE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.

13.6. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FOR ANY LOSS, DAMAGES OR COSTS, INCLUDING ATTORNEYS' FEES ON AN ATTORNEY AND OWN CLIENT SCALE, RESULTING FROM ANY THIRD-PARTY CLAIM, ACTION, OR DEMAND RESULTING FROM YOUR USE OF THIS SITE OR ANY PRODUCTS PURCHASED FROM THIS WEBSITE OR BREACH OF THESE TERMS. YOU ALSO AGREE TO INDEMNIFY US FOR ANY LOSSES, DAMAGES, OR COSTS, INCLUDING ATTORNEYS' FEES ON AN ATTORNEY AND OWN CLIENT SCALE, RESULTING FROM YOUR USE OF SOFTWARE ROBOTS, SPIDERS, CRAWLERS, OR SIMILAR DATA GATHERING AND EXTRACTION TOOLS, OR ANY OTHER ACTION YOU TAKE THAT IMPOSES AN UNREASONABLE BURDEN OR LOAD ON OUR INFRASTRUCTURE.

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 Protection of Personal Information Act ("POPI"), Act 4 of 2013, the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA ("Personal Information"). Personal Information means information that can identify you as an individual. By Personal Information we do not mean general, statistical, aggregated, or anonymised information.

14.2. We take your privacy seriously and are committed to protecting your Personal Information.

14.3. Your use of our services signifies your consent to us collecting and using your Personal Information as specified below.

14.4. The processing of your Personal Information as described below is necessary to meet our contractual obligations to you, to meet our legal obligations, or to meet our legitimate interests in providing our services. Our legitimate interests may include providing you and others with a secure environment, analysing, improving, and better tailoring our products and services, being more efficient, fulfilling any contracts you have with us and/or helping to prevent fraud.

14.5. How we collect Your Personal Information:

- 14.5.1. You provide Personal Information to us when creating an account with us;
- 14.5.2. You may provide Personal Information to us when communicating with us;
- 14.5.3. You may provide Personal Information to us when interacting with our website;
- 14.5.4. If you enter a competition or participate in a promotion, we will ask for relevant Personal Information.

14.6. What Personal Information may we collect?

- 14.6.1. Contact Information and other identifiers, including your name, mailing address, phone number, email address, and other information that enables us to contact you;
- 14.6.2. Verification Information, including Your personal photograph, photo ID or government issued identification number, and date of birth;
- 14.6.3. Payment Information, including your credit or debit card details, bank account information, and payment or other information required when you make a purchase using this website;
- 14.6.4. Communications, and any other information that you intentionally share, send, or receive using the services, including your e-mail, SMS, WhatsApp, requests made through feedback platforms, automated chatbots or similar technology, and any other information you choose to share with us — including your photos, videos, blog entries, interests, hobbies, lifestyle choices, and groups with which you are affiliated — and that you send or receive using the website;
- 14.6.5. Device and Usage Information, including information about your computer or device and internet or other electronic network activity information.
- 14.6.5. 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.

14.7. We may use Your Personal Information to:

- 14.7.1. To meet our contractual obligations with you;
- 14.7.2. Send you your orders and confirm that your orders have been received;
- 14.7.3. Validate you as a customer when using our services and calling our help desk;
- 14.7.4. Prevent and detect criminal activity, fraud and misuse of or damage to our services or networks;

14.8. How long do we keep your Personal Information for?

The time periods for which we keep your Personal Information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

14.9. Disclosing your information to third parties.

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. By placing an order with us, you consent to sharing personal information amongst our service providers (some listed below). We provide relevant Personal Information to the following categories of third parties:

14.9.1. Our e-commerce platform & certain payment service providers;

14.9.2. Our inventory and order management platform provider;

14.9.3. Our accounting platform provider;

14.9.4. Our customer relationship management platform provider;

14.9.5. Our service desk platform provider;

14.9.6. Our transactional email platform provider;

14.9.7. Our email marketing platform provider;

14.9.8. Our data or third-party data backup providers, which may include Google and Amazon Web Services.

14.9.9. Our logistics platform providers and partners, required for the delivery of products that You order.

14.10. How can you manage your privacy preferences?

If you would like us to stop processing or storing your Personal Information for any reason, please write to us at mail@peacesilk.global allowing us 10 working days to complete your request. You may also write to us to request what Personal Information we currently hold of yours.

14.11. Interception of communications

14.11.1. 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.

14.11.2. 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.

14.11.3. 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.

14.11.4. 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.

14.12. Cookies

- 14.12.1. A cookie is a basic text file that is stored on your device (computer, mobile phone, tablet or other device) 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.
- 14.12.2. 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.
- 14.12.3. 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.
- 14.12.4 This Website may contain links or references to other websites ("Third Party Websites") which are outside of our control, including those of advertisers. These terms and conditions do not apply to those Third-Party Websites and Peace Silk is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use. Notwithstanding the fact that the 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 thereon.

14.13. Promotional Information

We aspire to provide first-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 mail@peacesilk.global.

14.14. 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.

14.15. Surveys and statistical profiles

- 14.15.1. 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.
- 14.15.2. 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.
- 14.15.3. 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.

15. Choice of Law and General

- 15.1. This Website is controlled, operated and administered by us from our offices as set out above within the Republic of South Africa.
- 15.2. These terms will be governed by the laws of the Republic of South Africa.
- 15.3. If any of the provisions of these terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these terms, and the remainder of these terms will continue in full force.
- 15.4. These terms constitute the entire agreement between us and you with regard to the use of the content and this website and in relation to the subject matter hereof, including the use of the products purchased via this website, and supersede and govern all prior proposals, agreements, or other communications.
- 15.5. Any favour we may allow you will not affect or substitute any of our rights against you. Nothing contained in these terms shall be construed as creating any agency, partnership or other form of joint enterprise between yourself and us. Our failure to require Your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.