

## Introduction

### 1.

- a. This website can be accessed at [www.the-painted-pooch.com](http://www.the-painted-pooch.com), (the “Website”) and is owned and operated by The Painted Pooch Pty Ltd. (“we”, “us” and “our”).
- b. These Website Terms and Conditions (“Terms and Conditions”) govern the ordering, sale and delivery of Goods, and the use of the Website.
- c. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). **By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- d. The Website enables you to shop online for an extensive range of goods including pet supplies, and more (“Goods”).
- e. When you use our Website, notwithstanding your geographic location, you do so in accordance with these Terms and Conditions and provided that any delivery address, including for returns collections, is a delivery address within the borders of the Republic of South Africa.

### 2. Important Notice

- a. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- b. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –**
  - i. **may limit the risk or liability of The Painted Pooch and/or**
  - ii. **may create risk or liability for the user; and/or**
  - iii. **may compel the user to indemnify The Painted Pooch and/or**
  - iv. **serves as an acknowledgement, by the user, of a fact.**
- c. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- d. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask The Painted Pooch to explain it to you before you accept the Terms and Conditions or continue using the Website.

- e. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or The Painted Pooch in terms of the CPA.
- f. The Painted Pooch permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

### 3. Returns

- a. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

### 4. Registration and use of the website

- a. Only registered users may order Goods on the Website.
- b. To register as a user, you must provide a unique username and password and provide certain information and personal details to Takealot. You will need to use your unique username and password to access the Website in order to purchase Goods.
- c. You agree and warrant that your username and password shall:
  - i. be used for personal use only; and
  - ii. not be disclosed by you to any third party.
- d. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- e. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorized or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**
- f. You agree to notify The Painted Pooch immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- g. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**

h. 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 the Website. 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 the Website or the information contained herein, without the prior written consent from an authorized The Painted Pooch representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

i. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

j. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorized The Painted Pooch representative.

#### 5. Conclusion of sales and availability of stock

a. Registered users may place orders for Goods, which The Painted Pooch may accept or reject. Whether or not The Painted Pooch accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorization by The Painted Pooch for the Goods.

b. **NOTE: The Painted Pooch will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and The Painted Pooch come into effect (the "Sale"). This is regardless of any communication from The Painted Pooch stating that your order or payment has been confirmed. The Painted Pooch will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**

c. Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.

d. Placing Goods in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold The Painted Pooch liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

e. **You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by The Painted Pooch, we will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However,**

**we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, The Painted Pooch will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.**

f. Certain Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.

## **6. Payment**

a. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

b. Whether the Goods are for sale by The Painted Pooch, payment may be made for Goods via the following methods (depending on its availability and/or your eligibility to use such a method) –

i. debit card; where payment is made by debit card, we may require additional information in order to authorize and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization your order for the Goods will be cancelled. **You warrant that you are fully authorized to use the debit card supplied for purposes of paying the Goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

ii. credit card: where payment is made by credit card, we may require additional information in order to authorize and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization your order for the Goods will be cancelled. **You warrant that you are fully authorized to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

iii. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. The Painted Pooch will not accept your order if payment has not been received;

iv. Instant EFT;

v. cash on delivery (except where any of our exclusions apply, as listed in our [Help Centre](#)); by selecting this option, you undertake to ensure that you have the exact cash on hand at the time of delivery

c. You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.

d. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## 7. Delivery of goods

a. The Painted Pooch offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:

i.courier; or

ii.self-collection.

b. For more information about delivery, please see our [Page](#) on delivery, which are incorporated into these Terms by reference. Our delivery charges are subject to change at any time, without prior notice to you, so please check the Help Centre for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

c. Where it accepts your order, TThe Painted Pooch will deliver the Goods to you as soon as reasonably possible, but no later than 7 (Seven) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

d. The Painted Pooch obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. The Painted Pooch **is not responsible for any loss or unauthorized use of a product, after it has delivered the product to the physical address nominated by you.**

## 8. Errors

a. **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence).**Privacy policy

## 9.

a. Privacy Policy

b. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our Privacy Policy which is incorporated by reference.

## 10. Changes to these Terms and Conditions

- a. The Painted Pooch may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
- b. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## 11. Electronic communications

- a. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 15 above.

## 12. Ownership and copyright

- a. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of The Painted Pooch, its advertisers and/or sponsors and/or is licensed to The Painted Pooch.
- b. You will not acquire any right, title or interest in or to the Website or the Website Content.
- c. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- d. Where any of the Website Content has been licensed to The Painted Pooch 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.

## 13. Disclaimer

- a. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
- b. Whilst The Painted Pooch takes reasonable measures to ensure that the content of the Website is accurate and complete, The Painted Pooch makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity,

availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by The Painted Pooch's representatives, The Painted Pooch shall not be bound thereby.

c. **The Painted Pooch disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**

d. **Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**

e. Any views or statements made or expressed on the Website are not necessarily the views of The Painted Pooch, its directors, employees and/or agents.

f. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Painted Pooch also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of The Painted Pooch, its employees, agents or authorized representatives. The Painted Pooch thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.**

#### **14. Linking to third party websites**

a. 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 The Painted Pooch is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

b. **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.**

#### **15. Limitation of liability**

- a. **The Painted Pooch cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or willful misconduct of The Painted Pooch, its employees, agents or authorized representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email or our contact page**
- b. **The Painted Pooch 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, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**
- c. **YOU HEREBY INDEMNIFY The Painted Pooch 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.**

#### **16. Availability and termination**

- a. **We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.**
- b. **The Painted Pooch may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that The Painted Pooch will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
- c. **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
- d. **At any time, you can choose to stop using the Website, with or without notice to The Painted Pooch.**

#### **17. Governing law and jurisdiction**

- a. **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. Your continued use of the 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.

b. In the event of any dispute arising between you and The Painted Pooch for the Sale of goods, you agree that the Sale occurs in Gauten and you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

c. Nothing in this clause 23 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

#### 18. Notices

a. The Painted Pooch hereby selects 1010 Northview lane, Heritage Hills Centurion as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). The Painted Pooch may change this address from time to time by updating these Terms and Conditions.

b. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving The Painted Pooch not less than 7 days' notice in writing.

c. Notices must be sent either by hand, prepaid registered post, or email and must be in English or Afrikaans. All notices sent –

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

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

iii. by email will be deemed to have been 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.

#### 19. Complaints

a. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via email or phone

b. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud ("CGSO") to assist in resolving the complaint. The CGSO's contact details are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272 Email: [complaints@cgso.org.za](mailto:complaints@cgso.org.za)

## 20. Information

a. For the purposes of the ECT Act, The Painted Pooch's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

i.**Full name:** The Painted Pooch Pty Ltd, a private company registered in South Africa with registration number 2025

ii.**Main business:** Online retailer

iii.**Physical address for receipt of legal service (also postal and street address):** 1010 Northview Lane, Heritage hill, Centurion (marked for attention: CEO and Legal)

iv.**Phone number:** +27 72 370 9293

v.**Email address:** sales@the-painted-pooch.com

## 21.

a. The Painted Pooch may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

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

ii.Any failure on the part of you or The Painted Pooch to enforce any right in terms hereof shall not constitute a waiver of that right.

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

iv.No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

v.No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

vi.These Terms and Conditions contain the whole agreement between you and Takealot and no other warranty or undertaking is valid, unless contained in this document between the parties.

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- c. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). **By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- d. The Website enables you to shop online for an extensive range of goods including pet supplies, and more (“Goods”).
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  - iii. **may compel the user to indemnify The Painted Pooch and/or**
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c. You agree and warrant that your username and password shall:

i. be used for personal use only; and

ii. not be disclosed by you to any third party.

d. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

e. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorized or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**

f. You agree to notify The Painted Pooch immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

g. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**

h. 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 the Website. 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 the Website or the information contained herein, without the prior written consent from an authorized The Painted Pooch representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

- i. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- j. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorized The Painted Pooch representative.

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i. debit card; where payment is made by debit card, we may require additional information in order to authorize and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization your order for the Goods will be cancelled. **You warrant that you are fully authorized to use the debit card supplied for purposes of paying the Goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

ii. credit card: where payment is made by credit card, we may require additional information in order to authorize and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization your order for the Goods will be cancelled. **You warrant that you are fully authorized to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

iii. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. The Painted Pooch will not accept your order if payment has not been received;

iv. Instant EFT;

v. cash on delivery (except where any of our exclusions apply, as listed in our [Help Centre](#)); by selecting this option, you undertake to ensure that you have the exact cash on hand at the time of delivery

c. You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.

d. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

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ii.self-collection.

b. For more information about delivery, please see our [Page](#) on delivery, which are incorporated into these Terms by reference. Our delivery charges are subject to change at any time, without prior notice to you, so please check the Help Centre for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

c. Where it accepts your order, TThe Painted Pooch will deliver the Goods to you as soon as reasonably possible, but no later than 7 (Seven) days of receipt of your payment (“Delivery Period”). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

d. The Painted Pooch obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. The Painted Pooch **is not responsible for any loss or unauthorized use of a product, after it has delivered the product to the physical address nominated by you.**

## 8. Errors

a. **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence).**Privacy policy

9.

a. Privacy Policy

b. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our Privacy Policy which is incorporated by reference.

## 10. Changes to these Terms and Conditions

- a. The Painted Pooch may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
- b. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

#### **11. Electronic communications**

- a. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 15 above.

#### **12. Ownership and copyright**

- a. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of The Painted Pooch, its advertisers and/or sponsors and/or is licensed to The Painted Pooch.
- b. You will not acquire any right, title or interest in or to the Website or the Website Content.
- c. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- d. Where any of the Website Content has been licensed to The Painted Pooch 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.

#### **13. Disclaimer**

- a. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
- b. Whilst The Painted Pooch takes reasonable measures to ensure that the content of the Website is accurate and complete, The Painted Pooch makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability



of any information on the Website. If any such representations or warranties are made by The Painted Pooch's representatives, The Painted Pooch shall not be bound thereby.

c. **The Painted Pooch disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**

d. **Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**

e. Any views or statements made or expressed on the Website are not necessarily the views of The Painted Pooch, its directors, employees and/or agents.

f. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Painted Pooch also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of The Painted Pooch, its employees, agents or authorized representatives. The Painted Pooch thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.**

#### **14. Linking to third party websites**

a. 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 The Painted Pooch is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

b. **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.**

#### **15. Limitation of liability**

- a. **The Painted Pooch cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or willful misconduct of The Painted Pooch, its employees, agents or authorized representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email or our contact page**
- b. **The Painted Pooch 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, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**
- c. **YOU HEREBY INDEMNIFY The Painted Pooch 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.**

#### **16. Availability and termination**

- a. **We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.**
- b. **The Painted Pooch may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that The Painted Pooch will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
- c. **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
- d. **At any time, you can choose to stop using the Website, with or without notice to The Painted Pooch.**

#### **17. Governing law and jurisdiction**

- a. **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. Your continued use of the 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.

b. In the event of any dispute arising between you and The Painted Pooch for the Sale of goods, you agree that the Sale occurs in Gauten and you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

c. Nothing in this clause 23 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

#### 18. Notices

a. The Painted Pooch hereby selects 1010 Northview lane, Heritage Hills Centurion as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). The Painted Pooch may change this address from time to time by updating these Terms and Conditions.

b. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving The Painted Pooch not less than 7 days' notice in writing.

c. Notices must be sent either by hand, prepaid registered post, or email and must be in English or Afrikaans. All notices sent –

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

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

iii. by email will be deemed to have been 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.

#### 19. Complaints

a. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via email or phone

b. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud ("CGSO") to assist in resolving the complaint. The CGSO's contact details are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272 Email: [complaints@cgso.org.za](mailto:complaints@cgso.org.za)

## 20. Information

a. For the purposes of the ECT Act, The Painted Pooch's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

i.**Full name:** The Painted Pooch Pty Ltd, a private company registered in South Africa with registration number 2025

ii.**Main business:** Online retailer

iii.**Physical address for receipt of legal service (also postal and street address):** 1010 Northview Lane, Heritage hill, Centurion (marked for attention: CEO and Legal)

iv.**Phone number:** +27 72 370 9293

v.**Email address:** sales@the-painted-pooch.com

## 21.

a. The Painted Pooch may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

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

ii.Any failure on the part of you or The Painted Pooch to enforce any right in terms hereof shall not constitute a waiver of that right.

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

iv.No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

v.No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

vi.These Terms and Conditions contain the whole agreement between you and Takealot and no other warranty or undertaking is valid, unless contained in this document between the parties.