



MyPet

ONE OF THE FAMILY

T: 0861 455 549 • 031 701 5485

F: 031 701 4525 • E: support@mypetkzn.co.za

PO Box 94, Kloof, KZN, 3640 • 9 View Road, Kloof, 3610

www.mypetkzn.co.za

MyPet Terms and Conditions

A. Website

1. Use of the Website

By accessing the website, you warrant and represent to the website owner that you are legally entitled to do so and to make use of information made available via the website.

2. Trademarks

The trademarks, names, logos and service marks (collectively “trademarks”) displayed on this website are registered and unregistered trademarks of the website owner. Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of the website owner.

3. External links

External links may be provided for your convenience, but they are beyond the control of the website owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk.

4. Warranties

The website owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website.

5. Disclaimer of liability

The website owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company’s personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

6. Conflict of terms

If there is a conflict or contradiction between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

7. Severability

Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or



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for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

B. Membership

Definition & Interpretation

the application:	The Member's Application to Subscribe to the programme, prefixed to this agreement.
annexure:	Annexures to this agreement will be referred to by their letters. Each annexure will form an integral part of this agreement.
consultation:	A consultation by the Member with the vet, comprising the necessary annual vaccinations of the pet, and de-worming.
call centre:	A centralised call centre operated by Moxiscan with telephone operators, designated on a territorial basis.
the effective date:	The date upon which Moxiscan accepts the Member's application, as set out in C of the application.
The manufacturer:	A manufacturer of pet food, approved by the panel.
the Member:	The member whose details appear, and who is described as such, on the application.
Moxiscan:	Moxiscan (Proprietary) Limited, registration number 2009/019568/07.
MyPet:	The product offered by Moxiscan, as set out in 5.
notice:	<p>Any notice in terms of this agreement shall be in writing. Where the notice relates to a breach of this agreement then it shall specify the breach and call for it to be remedied within not less than (seven) 7 days of receipt of notice. Any notice shall be addressed to the addressee in at least one of the following ways:</p> <p>by fax to the addressee's fax number current from time to time;</p> <p>by email to the addressee's email address current from time to time;</p> <p>by hand to the addressee's <i>domicilium</i>;</p> <p>by hand to the addressee's then current place of business;</p> <p>by prepaid registered post to the addressee's <i>domicilium</i> in</p>



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which event it shall be deemed to have been received 96 hours after the time of its posting.

the panel:	A panel of veterinarians, approved by and contracted to Moxiscan to participate in the programme.
paragraph:	Any reference to a paragraph of this agreement will be by its number.
partners:	Persons which have or will be contracted with Moxiscan to offer products to members through the programme.
person:	A natural or juristic person.
pet:	A domestic animal owned by the Member.
the programme:	The loyalty programme offered and operated by Moxiscan in terms of this agreement, including but not limited to the MyPet product.
vet:	A veterinarian selected by the Member, whether or not contracted to Moxiscan.
website:	refers to www.mypetkzn.co.za and web store and sub directories

2. History

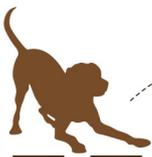
- 2.1 Moxiscan has developed a programme for the owners of pets.
- 2.2 Moxiscan has contracted with veterinarians and pet food manufacturers to participate in the loyalty programme and offer benefits to members.
- 2.3 Moxiscan intends to contract with other product providers so as to offer further benefits to members.

3. Membership

- 3.1 The Member shall become a member of the programme upon the effective date.
- 3.2 The Member's right to the benefits of the programme shall commence upon the effective date, or payment of the annual subscription in 4, whichever is later.

4. Subscription Fee

- 4.1 The Member shall pay a subscription fee to Moxiscan as set out in the website per household per annum.
- 4.2 The subscription fee shall be payable to Moxiscan no later than 7 days following the effective date, into a bank account nominated by Moxiscan.
- 4.3 Moxiscan shall have the right to increase the subscription fee on an annual basis, within its sole discretion, and shall notify the Member of such increase no later than thirty (30) days prior thereto.
- 4.4 The Member shall be invoiced and be liable for the subscription fee on each anniversary of the effective date, unless the Member terminates his membership in writing no later than 30 days prior to such anniversary.



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5. MyPet

5.1 The Member shall be entitled to the benefits of the MyPet product as follows:

5.1.1 the Member shall be entitled to free delivery of pet food as and when required by the Member, as set out in 5.6;

5.1.2 the Member shall have access to the call centre;

5.1.3 the Member shall receive regular reminders from the call centre in respect of the need for a consultation, or the delivery of pet food, or any other benefits offered in respect of the MyPet product;

5.1.4 the Member shall receive nutritional advice for pets from qualified persons.

5.2 The Member acknowledges that Moxiscan is contracted to a limited number of manufacturers, which have been approved by the panel, and that Moxiscan may change manufacturers and/or pet food from time to time on advice from the panel.

5.3 Moxiscan does not warrant that the pet food ordered by the Member will be available at any given time, and the Member acknowledges that the delivery of pet food is subject to availability from the manufacturer.

5.4 Moxiscan makes no warranties or representations regarding the suitability or nutritional value of the pet food, save only that the pet food has been approved by the panel. The Member shall have no claim against Moxiscan, or any vet on the panel, or any manufacturer, as a result of any loss or damage suffered directly or indirectly as result of a pet's consumption of the pet food.

5.5 In order to procure pet food from the manufacturer:-

5.6.1 the Member shall contact the call centre and place an order for the brand and quantity of pet food required. The Member acknowledges that, notwithstanding the aforesaid, the call centre will contact the Member on a regular basis in order to enquire as to the Member's requirements for pet food;

5.6.2 Moxiscan shall generate an invoice to the Member in respect of the pet food, payable on presentation into a bank account designated by Moxiscan. The invoice shall be e-mailed or faxed to the Member's designated e-mail address or facsimile number;

5.6.3 Upon payment of the invoice, Moxiscan shall deliver the pet food to the nominated address of the Member as soon as practically possible, subject to 5.3.

5.7 Upon the granting of membership to the Member, the Member will be issued with a number confirming his membership and his right to the benefits of the MyPet product.

6. Other Products

6.1 The Member acknowledges that it is the intention of Moxiscan to contract with other partners for the purposes of providing additional benefits to members, including additional benefits under the MyPet product.

6.2 Moxiscan shall have the right to increase the annual fee in 4.1 in order to facilitate such additional benefits.

6.3 Moxiscan shall notify the Member in advance of the introduction of the new products and associated costs, and, if necessary, shall grant the Member an election to subscribe for the additional benefits.

6.4 Notwithstanding the provisions of 6, Moxiscan shall not be obliged to provide any additional benefits to members other than those specified in this agreement. Moxiscan shall further have the right to subsequently remove additional benefits within its sole discretion, save for the benefits set out in 5.1.



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7. Non-Variation

No variation, extension or termination of or addition to this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

8. Non-Waiver

No failure on the part of a party to exercise, and no delay by a party in exercising, any right under this agreement will operate as a waiver of that right, nor will any single or partial exercise of any right under this agreement preclude any further or other exercise of that right nor act to the exclusion of any other right.

9. Non-Indulgence

No extension of time or indulgence which either party may grant to the other shall constitute a waiver of any of the rights of the party making a grant which shall not thereby be precluded from exercising their rights against the other party.

10. Breach

Should a party breach this agreement and remain in breach after notice then the aggrieved party shall be entitled:

- 10.1 to enforce this agreement; or
- 10.2 where the breach is of a material term or condition or obligation, terminate this agreement; and/or
- 10.3 in either case, and where appropriate, to recover damages.

11. Termination

11.1 Notwithstanding 10, Moxiscan shall have the right to cancel membership or to refuse membership applications, *inter alia*, where:-

- 11.1.1 the Member provides false, inaccurate or incomplete personal information;
- 11.1.2 the Member attempts to defraud Moxiscan or other members;
- 11.1.3 the Member makes public comments about Moxiscan that are untrue or malicious;
- 11.1.4 the Member is sequestered;
- 11.1.5 the Member emigrates;
- 11.1.6 the Member dies; or
- 11.1.7 the Member breaches any other provision of these terms and conditions

12. Cession and Assignment

No Member shall be entitled to cede, assign or otherwise transfer its rights and obligations under this agreement or its subscription to the programme, without the prior written consent of Moxiscan.

13. Continuity of Programme

Moxiscan reserves the right to modify or discontinue the programme at any time and shall not be liable to any member or third party for any loss or damage or claim of whatever nature as a result of Moxiscan modifying or discontinuing the programme.



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14. Personal Data

14.1 The Member is responsible for ensuring that their personal information is correctly filled out in the application.

14.2 The Member must inform Moxiscan in writing to update their personal information when it changes.

14.3 The Member agrees to the collection, storage and use of their personal information by Moxiscan to enable it to implement the programme.

14.4 The Member agrees that aggregated generic data may be used for marketing, planning, product development and research by Moxiscan.

14.5 Moxiscan shall ensure that the personal information is collected, used and stored in a lawful manner.

14.6 Moxiscan will never sell, or make available in any way, the personal information of its members.

15. Indemnity

The Member agrees to hold Moxiscan, its successors or assigns, its employees, officers, agents, partners, the manufacturer and the vets, harmless and shall fully indemnify same from any and all costs, expenses, liabilities, damages and third party claims or demands whatsoever that may arise as a result of the member's participation in the programme or failure to comply with the provisions of these terms and conditions.

16. Severability

If any provision of this agreement is unenforceable, Moxiscan shall be entitled to elect, at any time that such provision shall be severed from the remaining provisions of this agreement, which shall not be affected and shall remain of full force and effect.

17. No Relationship

Nothing in these terms and conditions shall be construed to create any form of relationship between any of the parties by way of agency, partnership or distributorship. The Member may not represent Moxiscan or propose to bind Moxiscan or act in any way as if with the authority of Moxiscan.

18. Liability for Damages

18.1 The Member shall have no claim or right of action whatsoever against Moxiscan for damages, loss or otherwise, howsoever and whensoever arising. The aforesaid is a material term and condition of this agreement, and it is on the strength thereof that this agreement is being entered into by Moxiscan. The aforesaid exclusion of liability will relate *inter alia* to incidental, special or consequential damages, whether direct or indirect, and whether resulting from the Member's participation in the programme or otherwise. The aforesaid will apply notwithstanding that any loss, damage or any other claim may be sustained by a member in consequence of anything done or omitted to be done by Moxiscan or any of its directors, servants or agents, the manufacturers or the vets, and whether intentionally, negligently or otherwise.

18.2 Without derogating from the generality of the aforementioned, the Member in any event hereby specifically and irrevocably waives and abandons all or any claims of whatsoever nature and arising out of whatsoever cause



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C. Online Store

1. Access to information and your rights to purchase products and services on the online store site is provided subject to the following terms and conditions. We reserve the right to amend these terms and conditions at any time. Your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended.
2. **Site Access**
As a visitor to the website you have limited permission to access information for you own personal use. Any other use of intellectual property on the site warrants an infringement of our intellectual property rights. You may not copy, publish, reproduce, distribute or display any of the information on our website without prior written permission.
3. **Product and Services Descriptions**
We endeavour to ensure that our products descriptions are as accurate as possible. We do not guarantee that the description is accurate. Where we become aware of any errors, we reserve the right to correct any error or omission. Pack shots and images are provided for illustrative purposes only and may not accurately portray the original product.
4. **Ordering of goods and services**
You may only order if you are over 18 years old. If you are under 18 years you may purchase with the consent of your parent or guardian. We only supply and deliver our products to customers within the greater Durban area. The availability of products listed cannot be guaranteed. Delivery for non-members is an additional charge.
5. We shall undertake to keep your personal information confidential at all times, however in the event of virus, malware or transmission errors, you accept that we are not liable. Confirmation or rejection of orders will be sent to your supplied email address within 24 hours. We reserve the right to reject your order without notice. Delivery lead times are as set out in the website. All goods remain the property of Moxiscan until payment has been received by us. See payment terms and conditions.
6. **Links**
Any hyperlink on our site, to other sites, does not constitute an endorsement of that site.
7. **Intellectual Property Rights**
All content on this site, including comments supplied remains our property and cannot be copied without permission. All comments and feedback provided to us may be displayed on the site and may be used to promote the site. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.