

## **TERMS AND CONDITIONS**

Please read these terms and conditions before you begin using the Wonderbag mobile website or application to order a Wonderbag (“our Platform”). These terms form a legally binding agreement between you and Wonderbag (“this Agreement”). Our Platform is operated by Natural Balance Global (Pty) Ltd, trading as “Wonderbag” (“we, our or us”). You can access our Platform through our main website, mobile website or mobile application.

**All of the provisions of this Agreement are important, but please pay special attention to the parts that are in bold writing. These parts contain information about provisions that have special consequences for you.**

### **How you consent to these terms**

Upon placing an order via our Platform, please be aware that you have agreed to these terms. You will be provided with an opportunity to accept these terms before your order is placed. Please read these terms carefully – if you don’t agree to them, please do not place an order via our Platform.

### **Changes to the terms**

We may, at any time and at our discretion, vary this Agreement by publishing the varied terms on our Platform. We recommend you check our website(s) or mobile application regularly to ensure you are aware of our current terms. Materials and information on the Platform are subject to change without notice. We do not undertake to keep our Platform up-to-date and we are not liable if any content is inaccurate or out-of-date.

### **Nature of the Platform**

The Platform enables you to place an order, pay for, and receive delivery of a Wonderbag – either as an ordinary retail customer via our main website, or as a participant in one of our community projects, via our mobile application or mobile website.

### **Privacy**

Privacy is very important to us. We respect your privacy and understand that protecting your personal information is important. Please refer to our [Privacy Notice](#) and / or [GDPR Policy](#) which sets out how we will collect and handle your personal information.

### **Use of our Platform**

As a user of our Platform you are granted non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with this Agreement.

### **Conduct**

We expect users of our Platform to abide by a certain standard of behaviour. Please do not attempt to undertake in any unlawful activity on our Platform, which is prohibited by any laws applicable to our Platform, which we would consider inappropriate or which might bring our site into disrepute. This includes:

- (a) breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Platform as a means to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user of our Platform;
- (d) tampering with or modifying our Platform, knowingly transmitting viruses or other disabling features, or damaging or interfering with our site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Platform;
- (e) using our Platform to send unsolicited electronic messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

### **Transfer of ownership**

An agreement of sale between Wonderbag and a customer is only valid once payment has been made and we receive proof of payment. Up until this point all goods remain the property of Wonderbag. All risk, title and ownership will transfer to you on receipt of payment.

### **Delivery Policy**

Subject to availability and receipt of payment, orders will be processed within 5 (Five) working days.

All orders are dispatched via a third-party service provider. A delivery being delayed is not grounds for return or refund and we are not responsible for any delays beyond our reasonable control.

You accept that in order for us to prove delivery of an order, we do not have to prove that you personally received the goods, but rather that any person at the delivery address signed for the delivery.

**If you make use of the Pargo delivery option (currently available in South Africa for community projects), it is important to understand that such deliveries are covered by Pargo's terms and conditions, in addition to these terms and conditions. You can access the Pargo terms and conditions on their website at [www.pargo.co.za](http://www.pargo.co.za)**

### **Return and Refunds Policy**

The provision of goods by Wonderbag is subject to availability. In cases of unavailability, we will notify you.

An order can be cancelled if payment has not been made yet for the order by the customer. Once payment has been made by the customer for an order, the order can only be cancelled before the order has been dispatched by us.

If a product is damaged or broken when you receive it, you must inform us within one working day of receiving it. We will then make arrangements for a replacement product to be sent to you on our account or to refund you in full for the damaged or broken product.

All community project Wonderbags come with a warranty of 10 (Ten) years. If your Wonderbag is defective, or it has been damaged due to normal wear and tear, we will repair or replace it for you at no charge. If we establish that your Wonderbag has been damaged due to misuse (used other than for its intended purpose and in line with our guidelines and recommendations), you will be liable for the postage or delivery fees and we may charge you a reasonable repair or replacement fee.

If you are a retail customer and your Wonderbag is clearly defective and has not been damaged due to use, you may request a refund within the first 6 (Six) months of purchase. If the product is in its original sealed state we will issue a return number and a return delivery address. Shipping costs for the return will be for your account. Upon receipt, we will inspect the item and if it is in its original sealed state, we will refund you the purchase price that you paid for the product. If you have opened and used the Wonderbag, we will inspect it and determine, in our sole discretion, whether the defect arose from manufacturing or from your use of the product. If it is a manufacturing defect, we will refund you the purchase price that you paid for the product. If we establish that the Wonderbag has been damaged due to normal use thereof (in other words, normal wear and tear), no refund will be payable, but we are happy to repair the Wonderbag or provide you with a new one, subject to payment by you of the repair or replacement costs.

### **Fees and payments**

Our Platform currently allows for payments by way of card (via third party payment gateway), instant EFT or electronic bank transfer. Your order will only be processed once payment has been received and cleared into our bank account, or into our payment service provider's account.

Fees in respect of deliveries may vary according to various criteria, including, but not limited to, the size, weight and / or volume of the item to be delivered; distance travelled; time frame of delivery; and whether you are participating in one of our community projects. **We reserve the right to amend the fees from time to time without advance notice to you.**

You must maintain a valid bank account registered on our Platform. You must ensure that all contact and payment information (email address, physical addresses, account numbers) which you provide is accurate and not misleading and that you will update it so that it remains so.

Prices include any applicable VAT or other sales tax unless otherwise stated.

Upon placing an order, we will reserve the estimated fee on your active cheque / credit card. Once the order has been completed, the full actual amount due for the order will be debited from your active cheque / credit card.

### **Cooperation and participation in community projects**

The effective functioning of our Platform and community projects requires your cooperation. If you are a participant in a community project, you agree that you will:

- (a) Provide us with accurate information relating to all required fields on the mobile application or site. When you do so, you agree to participate in a carbon offset project;**
- (b) Not be entitled to order more than 2 (Two) Wonderbags per individual;**
- (c) Participate in surveys conducted by us, or by third parties, relating to any carbon offset project in respect (this allows carbon emissions reductions generated through our Platform to be independently verified). This information will be shared with our carbon consultants and third party independent verification bodies in order to measure the savings in greenhouse gas emissions created because of your use of a Wonderbag;**
- (d) Notify us, via the Platform, should your contact details change, so that we may continue to engage with you relating to any carbon offset projects.**
- (e) In line with our Privacy Notice, information about carbon offset projects is kept for about 14 years, which is the standard duration of the carbon project. After that period, it is destroyed or made anonymous, so that it is no longer linked to you specifically.**
- (f) Your information will be kept private and safe, in line with government regulations.**
- (g) If you agree, we may also send you marketing information from time to time, but you can choose not to receive this or, if you have agreed, you can contact us at any time to ask us to stop sending you marketing materials.**
- (h) If you agree, we may post photos or videos about you on social media platforms.**
- (i) You have the right, at any time, to ask us to confirm what personal information we hold about you and with who we have shared it. You may also ask us to correct or update any incorrect information, or ask us to stop using your information. If you**

**ask us to stop before the 9-year period is over, we may need to keep some of the information (but we will make this as little as possible) until the end of the carbon project. We will in such cases do our best to make the information anonymous.**

## **Content**

Please note that our Content is not comprehensive and is for general information purposes only. Our Content does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of our Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

## **Intellectual Property rights**

Unless otherwise indicated, we own or license all rights, title and interest (including intellectual property rights) to all of our Content in our Platform and on the mobile application. Your use of our Platform or mobile application and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Platform, mobile application or our Content. You must not:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Platform or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

## **Third party sites and service providers**

We make use of reputable third-party payment gateway and delivery service providers. When making payment, you will be redirected to the payment service provider's portal. **Please make sure that you read their terms and conditions, which will be accessible from the portal, before you make payment, as such terms and conditions are binding on you.**

## **Network Delays**

While we do our best to keep the Platform up and running continuously, service and software may be subject to limitations, delays, and other problems inherent in the use of the Internet, telecommunications networks and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

### **Our liability is limited**

**To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our Platform and/or our products.**

### **Which laws govern these terms of use**

Your use of our Platform and this Agreement are governed by the laws of the Republic of South Africa. **You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in South Africa and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.**

### **Notices**

Any notices that we may need to send to you in terms of this Agreement may be sent via email to your chosen email and / or physical address as registered on the Platform from time to time. It is your responsibility to ensure that this contact information is correct and up to date. **You nominate your email address and / or physical address as the address where legal notices may be served on you and you hereby agree to accept email service of any legal process, to the extent allowed in terms of the applicable court rules.**

Legal notices served on us in terms of this Agreement must be served at our physical address at:

P O Box 1985

Tongaat

4400

Notices delivered by email will be deemed to have been received on the date of transmission, unless proven otherwise. Notices served by hand will be deemed to have been received on the date of delivery. Notices served by mail will be deemed to have been received 14 days after sending.