



1. Introduction

- 1.1. This website can be accessed at www.aureumcbd.co.za (the “**Website**”) and is owned and operated by Canagri Distributors. Similarly, the Brand Aureum is owned manufactured and distributed by Canagri Distributors.
- 1.2. These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Goods, privacy terms, and the use of the Website.
- 1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website / Online store
- 1.4. The Website enables you to shop online for an extensive range of CBD Products under the name, brand and licence of Aureum products under licence by Canagri Distributors which may include skincare products, CBD Oils and related items (“**Goods**”).

2. Consumer Protection Act and Notice

- 2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
- 2.2. ***These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -***
 - 2.2.1. ***may limit the risk or liability of Canagri Distributors; and/or***
 - 2.2.2. ***may create risk or liability for the user; and/or***
 - 2.2.3. ***may compel the user to indemnify Canagri Distributors; and/or***
 - 2.2.4. ***serves as an acknowledgement, by the user, of a fact.***
- 2.3. ***Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.***
- 2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Canagri Distributors to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 2.5. 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 Canagri Distributors in terms of the CPA.

- 2.6. Canagri Distributors 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.
- 2.7. These Terms and Conditions are divided into three sections, as follows:
- **Part A – Sales, Shipping & Returns;**
 - **Part B – Privacy Policy; and**
 - **Part C – General Legal Terms.**

3. Consumers Obligation

Please note that it is the Consumers obligation to acquaint him/herself with the terms contemplate herein.

PART A –SALES, SHIPPING AND RETURNS

4. Conclusion of Sales and availability of stock

- 4.1. Customers may place orders for Goods, which Canagri Distributors may accept or reject. Whether or not Canagri Distributors 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 authorisation by Canagri Distributors for the Goods.
- 4.2. NOTE: Canagri Distributors will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and Canagri Distributors come into effect (the “Sale”).**



This is regardless of any communication from Canagri Distributors stating that your order or payment has been confirmed. Canagri Distributors will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

- 4.3. Orders may not be cancelled after receipt of payment of the Goods by Canagri Distributors. After dispatch of your Goods, you may cancel the Sale only in accordance with the Returns Policy.
- 4.4. Placing Goods in a 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. You cannot hold Canagri Distributors liable if such Goods are not available when you complete or attempt to complete the purchase cycle at a later stage.
- 4.5. ***You acknowledge that stock of all Goods on offer is limited. In the case of Goods for sale by Canagri Distributors, Canagri Distributors 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 placing an order, Canagri Distributors will notify you and you will be entitled to a refund of the amount paid by you for such Goods.***
- 4.6 Canagri Distributors uses the highest quality CBD imported from the USA. All CBD used comes with a Certificate of Analysis. There is Zero THC in our products.
- 4.7 **Customers must do a patch test for sensitivity checks of our skincare range on a small area before applying to their faces. In the unlikely event that skin irritation occurs, do not apply to face.**

5. Payment



- 5.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 5.2. Payment can be made for Goods via -
 - 5.2.1. Peach Payments.

7. Shipping

- 7.1 Canagri Distributors only currently delivers within South Africa. Our deliveries are all carried out by uAfrica which will enable you to track your parcel via email and/or SMS from dispatch to delivery. This requires you to provide your personal information to us which will then be shared with uAfrica. No other parties will have access to this confidential information - we take this very seriously.
- 7.2 We offer the following options for delivery:
 - OVN: (1-3 business days)
 - ECO: (3-5 business days)
- 7.3 Once your parcel has been dispatched you will receive a confirmation email with your waybill numbers. You can track your parcel manually by going onto uAfrica's website. Please ensure that someone's is available to sign for the parcel at the delivery destination. If nobody is present, the parcel will be delivered back to Aureum's Head Office and additional fees may apply to re-arrange delivery.
- 7.4 Please note, orders will only be dispatched once proof of payment (POP) is received. Once POP is received, dispatch will be scheduled on that working day.
 - 7.4.1 Should POP be received after 1pm, dispatch may only be scheduled for the following working day.
 - 7.4.2 Should the order take place over the weekend; dispatch will be scheduled for Monday.



PART B – PRIVACY POLICY

- 8.1 Canagri Distributors places a great emphasis on the responsible use and protection of your personal information against loss and unauthorized access. Therefore, we have established a comprehensive privacy policy to ensure your peace of mind.
- 8.2 In terms of our policy, access to your information is granted only to a few selected and properly trained personnel and only in certain cases. The information is also secured by encryption.
- 8.3 Naturally given the unique content of the site, Customers are also encouraged to ensure that their privacy measures are updated on their side.
- 8.4 Canagri Distributors shall also reserve the right to change or replace this Privacy Policy at its sole discretion at any time. Users are encouraged to check back from time to time to ensure that they are aware of any updates or changes in this Privacy Policy and the applicable terms and conditions of use.

9. General and Advertising

- 9.1 While using this website, information about you may be either collected by us or furnished by you voluntarily. Such information will become the property of Canagri Distributors.
- 9.2 Canagri Distributors may use this information to provide you with information regarding our products, services, or events from time-to-time.
- 9.3 You may request that Canagri Distributors cease sending you such information or request that your personal information be removed from our database or mailing list at any time.

10. Collection Collation and Disclosure of Personal Information



- 10.1 To operate the website, personal information is collected, processed, utilised, or disclosed. Personally, identifying information is not collected unless you knowingly provide the information (for example, if patrons register as a user of the website). By registering and using Canagri Distributors, you expressly consent to the collection, use and disclosure of your personal information in accordance with this Privacy Policy.
- 10.2 Canagri Distributors is committed to protecting your privacy and to complying with the laws governing the use of personal information in South Africa. Personal information provided by you will be processed in accordance with the principles as set out in the Consumer Protection Act 68 of 2008, Protection of Personal Information Act 4 of 2013, the Electronic Communications and Transactions Act 25 of 2002 and the Privacy Policy as set out herein.
- 10.3 All personal information shall be processed in accordance with the following principles: -
- 10.3.1 Written permission for the collection, collation, processing or disclosure of any personal information shall be requested and obtained unless Canagri Distributors is permitted or required to do so by law;
- 10.3.2 Canagri Distributors shall not request, collect, collate, process or store personal information on a member which is not necessary for the lawful purpose for which the personal information is required;
- 10.3.3 If Canagri Distributors requires personal information, the specific purpose of such request shall be disclosed in writing to the member;



10.3.4 Personal information shall not be used for any other purpose than the disclosed purpose without the express written permission of the member unless Canagri Distributors is permitted or required to do so by law;

10.3.5 For as long as the personal information is used and for a period of at least one year thereafter, Canagri Distributors keep a record of the personal information and the specific purpose for which the personal information was collected;

10.3.6 Canagri Distributors shall not disclose any of the personal information held to a third party, unless required or permitted by law or specifically authorised to do so in writing by the member;

10.3.7 For as long as the personal information is used and for a period of at least one year thereafter, Canagri Distributors shall keep a record of any third party to whom the personal information was disclosed and of the date on which and the purpose for which it was disclosed;

10.3.8 Canagri Distributors shall delete or destroy all personal information which has become obsolete.

11. **Specific Allowances for use of Personal Information**

11.1 Canagri Distributors may use personal information to compile profiles for statistical purposes provided that the statistical data cannot be linked to any specific Customer by a third party.

11.2 Canagri Distributors may use the personal information to engage the services of first-party and third-party cookies to facilitate targeted advertising to visitors. No personal information is shared with any third party when providing these targeted products.

11.3 Should members prefer not to receive interest-based advertising in web browsers from participating advertisers, they are directed to make use of mechanisms such



as the Digital Advertising Alliance's (DAA) Self-Regulatory Program for Online Behavioral Advertising (www.aboutads.info/choices). For detail regarding the information that Google and other service providers collect and how it is used to deliver targeted advertising please visit:

<http://www.google.com/policies/privacy/ads/>

- 11.4 Canagri Distributors is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any other third parties including preferred therapists and medical professionals referenced or advertised on our web site.

12. **Personal Information Security and Protection**

- 12.1 Canagri Distributors uses technological, organizational, and physical protection measures designed to protect against unauthorized use, disclosure or access of the personal information collected. All information submitted at registration or login to Canagri Distributors (e.g. contact information, profile information, payment information when ordering a paid membership) is encrypted. This encryption helps protect the confidentiality of personal information exchange between you and Canagri Distributors web server, and helps to prevent misuse of personal information, e.g. by interception. The encryption technique used by Canagri Distributors is an accepted and widely used technique.

13. **Your Right of Access, Rectification, Cancellation**

- 13.1 You have the right at any time to receive information about the personal information and settings we store for your account, and to ask these to be corrected or deleted.



- 13.2 In some cases we may not be able to allow you to access certain personal information in certain circumstances, for example if it contains personal information of other persons, or for legal reasons. In such cases, we will provide you with a reasonable explanation of why it is not possible to grant access to your personal information.
- 13.3 Your right to erase personal information may be limited by legal retention requirements that we need to consider. In addition, courts, The South African Police Services or other authorities can demand by law to retrieve personal information or request information.
- 13.4 For information, correction or deletion requests please contact us with your name, your e-mail address and your user name at the following:
- 13.5 Much of the information you can also see yourself directly and conveniently in your account and those that you see you can also change or delete yourself.

14. **Indemnity**

- 14.1 While all reasonable measures are taken to ensure the integrity and security of the information submitted on this website, this website cannot be held responsible under any circumstances for any incidental, consequential or indirect damages for loss or any other damage sustained by any user as a result of intentional or accidental release of information by an employee of the owner or any third party.
- 14.2 Users are prohibited to provide their username and or password to any other person.

15. **Further Information**

- 15.1 Any Internet user should be aware that the information provided by them and published online can be accessed and saved worldwide by other Internet users.



Canagri Distributors expressly points out to the user that the protection of personal information transmission in open networks like the Internet according to current technology can never be absolutely guaranteed. Therefore, you always need to be aware that you are moving in a public space and please treat your private space responsibly.

PART C – GENERAL LEGAL TERMS

16. Changes to these terms and conditions

16.1. Canagri Distributors 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.

16.2. 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.

17. Electronic communications

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 clauses above.



18. Ownership and copyright

- 18.1. 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 Canagri Distributors, its advertisers and/or sponsors and/or is licensed to Canagri Distributors (if applicable).
- 18.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 18.4. Where any of the Website Content has been licensed to Canagri Distributors 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.

19. Disclaimer

- 19.1. ***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.***
- 19.2. Whilst Canagri Distributors takes reasonable measures to ensure that the content of the Website is accurate and complete, Canagri Distributors 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.

- 19.3. *Canagri Distributors disclaims liability for any damage, loss or liability, 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.***
- 19.4. *Although Goods sold from the Website may, under certain specifically defined circumstances be under warranty (e.g. clause 4.6), 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.***
- 19.5. Any views or statements made or expressed on the Website are not necessarily the views of Canagri Distributors, its directors, employees and/or agents.
- 19.6. *In addition to the disclaimers contained elsewhere in these Terms and Conditions, Canagri Distributors 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, jeopardise 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, jeopardise, 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 Canagri Distributors, its employees, agents or authorised representatives. Canagri***



Distributors 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.

20. Limitation of liability

- 20.1. Canagri Distributors 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 Canagri Distributors, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to [info@Canagri Distributors.com](mailto:info@CanagriDistributors.com) or by contacting 087 362 7300.***
- 20.2. CANAGRI DISTRIBUTORS 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.***
- 20.3. YOU HEREBY INDEMNIFY CANAGRI DISTRIBUTORS 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.***

21. Availability and termination



- 21.1 We will use reasonable endeavors to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
- 21.2. *Canagri Distributors may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Canagri Distributors 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 and to the extent possible.***
- 21.3. *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, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.***

22. Governing law and jurisdiction

- 22.1. 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.
- 22.2. In the event of any dispute arising between you and Canagri Distributors, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Durban & Coast Local Division and / or Provincial Division of



KwaZulu-Natal) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

22.3. Nothing in this clause 18 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

23. Notices

23.1. Canagri Distributors hereby selects Chailey Farm, Greytown as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“**nominated address**”). Canagri Distributors may change this address from time to time by updating these Terms and Conditions.

23.2. You hereby select the address specified on the Goods order form as your nominated address, but you may change it to any other physical address by giving Canagri Distributors not less than 7 days’ notice in writing.

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

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

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

23.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

23.3.4. 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.

24. General

- 24.1. Canagri Distributors 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.
- 24.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 24.3. Any failure on the part of you or Canagri Distributors to enforce any right in terms hereof shall not constitute a waiver of that right.
- 24.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 24.5. 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.
- 24.6. 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.



AUREUM

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