

TERMS AND CONDITIONS AND PRIVACY POLICY FOR THE USE OF THE PRODUCTS, SERVICES AND WEBSITE OF TAILORBLEND PROPRIETARY LIMITED

- 1 This website at **www.tailorblend.co.za** (the "Site") is owned and operated by Tailorblend Proprietary Limited trading as Tailorblend, a registered company in South Africa, with registration number: 2014/179050/07 (hereinafter referred to as "Tailorblend", "we" or "us") and is provided for residents of South Africa, but open to public viewing internationally as well.

Company Directors: Alwyn Viljoen (ID 8305175033088) and Bernard Nortje (ID 8306045105080)

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- 2 Tailorblend is a business in the nutrition industry that provides nutritional supplements.
- 3 This page sets out the Terms and Conditions under which you may use this Site (the "Terms"). Please read the Terms carefully. If you do not accept the Terms stated here, do not use this Site and service. By using this Site, you are indicating your acceptance to be bound by these Terms. The term "you" as used in these Terms refers to all individuals and/or entities accessing this Site for any reason.

4 Website information

- 4.1 This Site displays information about the products and general information of Tailorblend.
- 4.2 Although we have taken reasonable care to ensure that this information is correct and up to date, we cannot check the accuracy of such information where it is provided to us by third parties.
- 4.3 We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained on or linked from the Site with a relevant provider.

5 Products, Restrictions and Conditions

- 5.1 Restrictions and conditions apply to all of the Tailorblend products and services offered on this Site.
- 5.2 To determine the applicable restrictions and conditions you must **read our Nutri-Science Info section** and peruse the **label** of the specific product available on the **Product Builder** or **Pre-Designed Blends sections**, or contact us at **info@tailorblend.co.za**
- 5.3 Tailorblend products do not intend to cure or prevent any form of illness or disease.
- 5.4 As with all products please consult your doctor or medical practitioner before purchasing or using any Tailorblend products. Tailorblend will not be held

responsible for negligent use of products, or ignorance of label warnings, instructions and recommended dosage amounts.

- 5.5 Certain ingredients such as green tea extract contain caffeine and other natural stimulants. Should you have any heart problems, blood pressure problems, anxiety disorder, diabetes, pregnancy, or any pre-existing condition that may be affected by one or more products, then please consult your medical practitioner before considering consumption or purchase of any such product. Tailorblend cannot and will not be held liable for any loss or damage caused as a result of negligence or ignorance of the above warning.
- 5.6 The information contained in this online site (the "Service") is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics. The information should not be considered complete and should not be used in place of a visit, call, consultation or advice of your physician or other health care provider. Tailorblend does not recommend the self-management of health problems. Information obtained by using the website is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here.
- 5.7 As part of continuous quality control and ongoing product development / improvement, product information may change over time and may not always agree with current labels during the transition period, although it will always be updated within a period of 1 month to ensure 100% accuracy, transparency and consistency.
- 5.8 Tailorblend undertakes to take all reasonable steps to ensure that its Website accurately displays the correct pricing and surcharges payable for goods; as well as the availability and specifications of goods offered for sale.
 - 5.8.1 Notwithstanding paragraph 5.8, discrepancies in pricing published and invoiced may arise from, without limitation, changes in suppliers pricing, fluctuating exchange rates; and
 - 5.8.2 discrepancies in goods descriptions and availability may arise from, without limitation, supplier's goods availability. In the event that this occurs, Tailorblend will take all reasonable steps available to inform you of any pricing discrepancies and/or limitations in availability of goods and Tailorblend shall be entitled to terminate the order and/or transaction.
- 5.9. Products may be ordered directly by consumers for their personal use and according to their personal requirements, or may be ordered based on a formulation prescribed by a medical or alternative medicines practitioner, or may be ordered by a medical or alternative medicine practitioner for another person, typically a patient.
 - 5.9.1. Where a consumer orders product for their own use, their personal information will be treated and stored in accordance with the privacy policy as set out in 9 herebelow;

- 5.9.2. Where product is ordered based on a formulation or prescription provided by a medical practitioner or an alternative medicine practitioner, or by such a practitioner on behalf of a patient or customer of theirs, the process described in 11. below will be followed in respect of the information required to be provided and which will be saved by Tailorblend for future reference in the provision of products to the customer by Tailorblend, the customer, and/or the practitioner and will otherwise be treated in accordance with the privacy policy as set out in 9. herebelow.
- 5.9.3. Where a consumer requests assistance from Tailorblend in terms of the formulation of blends, it is acknowledged that Tailorblend cannot take responsibility for the formulations of a particular blend beyond the general responsibilities of a supplement manufacturer, eg. legal dosage limits etc. Tailorblend does not provide any medical advice and any formulations made for a consumer should only be interpreted as constituting an example of the formulations of that type that might be made on the website. This also pertains to consumers who send Tailorblend their diagnostic reports such as nutrigenomics & gut-microbiome reports: Tailorblend uses matrices/templates developed with experts in the relevant fields to formulate such blends, but Tailorblend itself does not have the expertise, nor the clinical information to provide personal prescriptions. The purpose is to make the generalised knowledge in these matrices/templates available to users of the website, to assist them with an example template, from which they may choose to formulate their own blends. Tailorblend therefore cannot be held liable for the selection of nutritional supplement active ingredients and it is the user's responsibility to seek the necessary medical and nutritional advice from a qualified healthcare practitioner.

6 Delivery Policy

- 6.1 Subject to availability and receipt of payment, requests will be processed within 10 days and delivery confirmed by way email.

7 Site Conditions

- 7.1 The information on this Site is for your personal and non-commercial use and purposes only. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on the Site, or create any other material using material on the Site, without obtaining our prior written consent.
- 7.2 Trademarks (whether registered or unregistered), branding, slogans and logos must not be used or modified in any way without obtaining our prior written consent.
- 7.3 The Site, including trademarks, service-marks, business names, company names, logos, trade-names, products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by us or by third parties. No license is granted in respect of those intellectual property

rights other than as set out in these Terms. Your use of this Site must not in any way infringe the intellectual property rights of any person in any jurisdiction.

8 Your Use

- 8.1 You may only use this Site for lawful purposes and in a responsible and co-operative manner.
- 8.2 Any breach of these Terms by you will result in legal action being taken by us against you.
- 8.3 You must not:
 - 8.3.1 use another's personal information, including name, or details without permission;
 - 8.3.2 make any fraudulent, speculative or false enquiries;
 - 8.3.3 use the Site while impersonating another person;
 - 8.3.4 post or transmit to or via the Site any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
 - 8.3.5 tamper with, hinder the operation of or make unauthorised modifications to the Site;
 - 8.3.6 delete data from the Site without our permission;
 - 8.3.7 knowingly transmit any virus or other disabling feature to the Site;
 - 8.3.8 breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site;
 - 8.3.9 frame this Site as part of another site or cache this Site for commercial benefit;
 - 8.3.10 commit any act that may amount to a criminal offence or civil breach of any other jurisdiction;
 - 8.3.11 attempt to do any of the above acts; or
 - 8.3.12 knowingly permit another person to do any of the above acts.
- 8.4. Products purchased on this website are subject to our Returns and Refund Policy available on our website at this link.

9 Your Privacy

- 9.1 Tailorblend shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as

detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

- 9.2 Both we and our suppliers may disclose your personal information to others where directly connected with facilitating your requirements.
- 9.3 At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
- 9.4 The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.
- 9.5 Tailorblend cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.
- 9.6 Tailorblend will supply all goods to the delivery company in good order. Tailorblend cannot be held liable for the condition of goods arriving at the User's chosen delivery address.
- 9.7 We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

10 **Payment**

10.1 **Payment options accepted**

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the Tailorblend bank account, the details of which will be provided on request.

10.2 **Card acquiring and security**

Card transactions will be acquired for Tailorblend via PayGate (Pty) Ltd who are the approved payment gateway for all South African.Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

10.3 **Customer details separate from card details**

Customer details will be stored by Tailorblend separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.

10.4 **Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

10.5 **Responsibility**

Tailorblend takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

11 **Practitioner Ordering Process**

11.1. Practitioner Information

11.1.1. Practitioners who prescribe or order products for their patient's or customers, need to register on the Website and for this purpose at least the following information will be required, which information will be stored in terms of the privacy policy in 9. above and may be used for verification purposes (we will verify and use this information to decide whether to give the practitioner additional privileges including increased dosage allowances, and the like):

- 11.1.1.1 Full Names
- 11.1.1.2. Registration body and registration number with that body
- 11.1.1.3. Contact details including address, telephone number, and email address
- 11.1.1.4. Date of birth
- 11.1.1.5. Gender
- 11.1.1.6. Occupation & areas of specialties
- 11.1.1.7. Academic qualifications
- 11.1.1.8. Biography

11.1.2. Practitioner Portal

11.1.2.1. The Website has a portal for practitioners registered with Tailorblend to communicate with the patients and/or customers via the portal to send them their formulations via e-mail and/or sms or to notify them of prescriptions and/or formulations which have been uploaded for fulfilment for the customer and/or patient by Tailorblend upon their confirmation or as agreed otherwise between the customer and/or patient and Tailorblend;

11.1.2.2. Tailorblend will maintain records for at least 36 months of all prescriptions and/or formulations, the name of the practitioner, to whom it was sent, and other related information, which records will be treated in terms of the privacy policy in 9. above and will be used for the purpose stated above or as further stated on the website from time to time, in addition, for each formulation the record may contain:

11.1.2.2.1. a description, which will not appear on the label, but will appear under the formulation information of the record in the archive of each user's account;

- 11.1.2.2.2. "functional tags", which may be user specified. E.g. Cognitive, Endurance, Immune etc.
- 11.1.2.2.3. The biography of professionals, whether sportsman or otherwise, who have contributed to specific formulations of Tailorblend ("Pre-Designed Blends") will be recorded and may also be publicly displayed together with details of the "Pre-Design Blends" and information on the popularity (how many times the blend was used as a template or purchased);
- 11.1.2.3. The practitioner will have access only to their own records in their Tailorblend accounts including formulations, prescriptions, customer and/or patient details, and the like, but limited to information directly related to the practitioner and not including any patient records other than those contained in the practitioner records;
- 11.1.2.4. Where a practitioner, or a customer directly, has created a name for a specific formulation and/or prescription, said name will form part of the record; and
- 11.1.2.5. In the case of 11.1.2.4., the label of the product will contain the, name of the product, name of the formulator, the name of the recipient and the formulator's notes, provided that in this case the practitioner and the customer, who are both users of the website, authorise Tailorblend to physically reproduce this information on the label of the product they indemnify Tailorblend against any errors and omissions and claims arising therefrom, as well as any claims related to product liability and intellectual property infringement.
- 11.1.3 Practitioners who share patient information by means other than via the website, eg. email, telephone or digital messaging (such as Whatsapp), need to have the necessary authority and/or consent from the patient to share this personal information. Patient information refers to any information which is private and needs authority/consent to share, including, but not limited to medical status, history and any diagnostic reports, such as nutrigenomics and gut-microbiome reports. By registering on the website and accepting these Terms and Conditions you agree to accept the responsibility to always have the necessary authority/consent in place before sharing any patient information with Tailorblend. If such information is shared with Tailorblend without the necessary authority/permissions in place, Tailorblend cannot be held responsible for the omission."
- 11.1.4 Formulations requested by a Practitioner and made by Tailorblend based on any parameters, including diagnostic reports such as nutrigenomics & gut-microbiome reports, functional objectives, or any other criteria, should only be interpreted as a suggested example template, from which you can more easily formulate your own supplement. Tailorblend assures that such formulations fall within the legal requirements associated with nutritional supplements (such as dosage limits), but not that it is in any way a prescription for the treatment or prevention of any disease, or fulfil any other biological or health function. You, the Practitioner, takes responsibility for the final product you prescribe to your patient/client in terms of the active ingredients selected. You therefore have the duty to inspect such formulations suggested by Tailorblend and edit the blends to ensure that it

is not harmful to the end-user, in accordance with your responsibility towards your patient.”

12 Blogs, Social Media, and Public Comments

- 12.1. Tailorblend will create and provide a blog for the use of customers, practitioners, and other website users and they will be able to contribute their opinions, comments, and other information all of which is their own and as Tailorblend supports freedom of speech, this blog will not express the views of Tailorblend but rather that of the persons posting on the blog;
- 12.2. Any social media portals are provided on an as is basis and all users thereof must comply with the terms and conditions on the individual social media networks, such as FaceBook, Twitter, SnapChat, and the like, and Tailorblend has no association or affiliation with these social media companies;
- 12.3. The website uses cookies and you may be required to permit installation thereof for proper operation of the website;
- 12.4. Users may sign up for newsletters and may opt out therefrom at any time by contacting Tailorblend at info@tailorblend.co.za;
- 12.5. The website may be monitored for use, abuse, quality purposes, and to moderate any chats thereon, and by using the website the user agrees to Tailorblend’s sole discretion as to whether and how this is done;
- 12.6. Users may be contacted by email, SMS, social media, or other means to communicate transactional and related information and by providing your contact information on the website, users agree to receive such communications until they opt out;
- 12.7. Tailorblend may send questionnaires or surveys to website users that have provided their contact information which questionnaires and surveys may relate to user’s health, lifestyle and eating habits, health & nutrition goals, and other information and all information collected through the responses to these questionnaires and surveys will be used in terms of the privacy policy in 7. above and to improve the service provided to users and to improve the usefulness of the website by personalising the user’s experience; and
- 12.8. Tailorblend may poll users on quality and organoleptic qualities of the formulations so as to constantly improve the Tailorblend products.

13 Disclaimers and Limitation of Liability

- 13.1 You use this Site at your own risk.
- 13.2 We do not warrant or represent that the content of this site is accurate, up-to-date or complete. We make no representations or warranties of any kind with respect to the site, its contents or any of the products or services supplied through the site. To the maximum extent permitted by law, we disclaim all implied representations and warranties including, without limitation, implied warranties that the products and services offered and supplied through the site

will be of merchantable quality, fit for any purpose or will comply with any descriptions on the site or samples.

- 13.3 When using the Tailorblend website, information will be transmitted over a medium which, in many cases, is beyond the control or jurisdiction of Tailorblend. To the maximum extent permitted by law, we (including our officers, employees, shareholders or other representatives) are not liable for any loss or damage (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption), however caused (including negligence), which may be directly or indirectly suffered, in connection with your use of or inability to access this site or the purchase and use of any products and services supplied via this site. This limitation of liability (whether arising under contract, tort (including negligence) or statute) applies to all damages of any kind including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties.
- 13.4 In the event that our Site fails to operate or causes you any loss or damage, due to non-availability of information, we cannot be held accountable.
- 13.5 Your access to and use of this Site is subject to factors beyond our control. We do not represent or warrant that this Site, the server that makes it available or any of the products or services supplied through this Site will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, we do not warrant that this Site will be secure and we will not be liable for any disruptions to the Site.
- 13.6 To the fullest extent permitted by law remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

14 **Linking**

- 14.1 We may link our Site to other sites on the World Wide Web. We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these sites or that we endorse them. We are not responsible for the content of other sites, even if we link to them and we are not recommending these sites or their products or services to you. Your use of third-party websites is at your own risk and subject to the terms and conditions of use of such sites.
- 14.2 We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another's product or services.

15 **Amendments**

Except as otherwise specified, we may amend these Terms at any time without notice to you by posting amended Terms on the Site. The amended Terms will take effect immediately when they are posted on the Site. It is your obligation to periodically check these Terms & Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms & Conditions, including such changes or updates.

16 **Termination**

We may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of these Terms.

17 **Our relationship**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

18 **Notices**

Except as required by law or otherwise specified by us, you must provide any notices to us using our email address – **info@tailorblend.co.za**. We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

19 **Governing law**

19.1 If any dispute arises about this agreement or how this agreement applies or arising out of your use of this Site, the laws of South Africa will apply.

19.2 You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South Africa, and waive any right that you may have to object to an action being brought in those courts.

20 **General**

20.1 If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force.

20.2 Headings are for reference purposes only.

20.3 If we do not act in relation to a breach by you or others of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.

20.4 In these Terms, the term "Site" includes any email bulletins or other content that we provide to you via or initiated from this Site.

20.5 Except as expressly provided in a particular "legal notice" on the Tailorblend website, these Terms and Conditions constitutes the entire agreement between you and Tailorblend with respect to the use of the Tailorblend site and content. No amendments, variations or waiver of any of the terms contained herein will be of any force and effect unless reduced to in writing and agreed to by Tailorblend.

21 **Country of domicile**

This website is governed by the laws of South Africa and Tailorblend chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or

communication of whatsoever nature, as 51 Regency Dr. Route 21 Corporate Park, Irene, South Africa.

22 Variation

Tailorblend may, in its sole discretion, change this agreement or any part thereof at any time without notice.

DISCLAIMER

No information provided on this site or through the use of the products sold on this website constitute the diagnosis, treatment or prevention of any physical or mental defect, illness or deficiency in the user of the site and any advice provided on this site or through the use of this product or this site should not be construed as medical advice from any medical practitioner or any other similarly qualified healthcare provider. The information published on this site is to be used and is designed for information purposes only and may not be applied directly or indirectly to any specific circumstances without first taking advice from a healthcare practitioner. Professional medical advice should therefore be sought by a user before action based on any information is taken. Neither the operator of this site nor any person associated with the operation of this site and/or the provision of information on or via this site will be liable for any loss, liability or damage which may be attributable to the use of this site and/or reliance on information provided by or derived from this site without first talking medical advice. By using this site, you confirm your acknowledgement and understanding of this notice and agree to be bound by this notice.