

TERMS OF USE

Disclaimer

(Last Updated: 12 March 2021)

While we have taken care to ensure that the content on this website is accurate and that you suffer no loss or damage because of your use of this website, this website and the services accessible website are provided "as is" and your use of this website and the online services is at your own risk.

We do not warrant that the website, information, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality.

We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy. While we take all reasonable precautions to prevent this, we do not warrant that the website or any software available for download via the website is free of viruses or destructive code.

We and our affiliates, shareholders, agents, consultants or employees are not liable for any damages whatsoever relating to your use of this website or the online services or the information contained on this website or your inability to use this website or the online services. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

Without derogating from the generality of the above, we will not be liable for:

- Any interruption, malfunction, downtime or other failure of the website or online services, our system, databases or any of its components, for whatever reason;
- Any loss or damage arising from your orders, purchases or disposal of goods and services, from third parties, based on the information provided on this website;
- Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems, programming defects or negligence on our part;
- Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers (currently Telkom), internet service providers, electricity suppliers (currently Eskom), local authorities and certification authorities;
- Any event over which we have no direct control.

General Information

- 1) We reserve the right, without notice and at our sole and absolute discretion, to make changes to these terms of use.
- 2) It is your duty to read our terms of use each time you use our computer systems and related services.
- 3) If you continue to use our computer systems and services after our amendments to these terms of use have been published, you will be deemed to have accepted such amended terms of use.
- 4) "We", "us" and "our" means S Buys (Pty) Ltd, Malan & Buys (Pty) Ltd, S Buys Academy (Pty) Ltd, unless the context indicates otherwise, includes our affiliates and;
- 5) "You" means the user of our services.

Privacy Policy

The Company is committed to all relevant legislation, which includes the Protection of Personal Information Act 4 of 2013 (“POPIA”), once in operation, the Electronic Communications and Transaction Act 25 of 2002 (“ECTA”) and the Promotion of Access to Information Act 2 of 2000 (“PAIA”). Click on our Privacy Policy link at the bottom of our website to access the said policy.

WhatsApp Chat Service - Terms of Use

Your use of and access to our WhatsApp Chat service are subject to the terms and conditions set out hereunder. These terms and conditions are enforceable and binding upon you, our customer, to the extent permitted by Section 11 of the Electronic Communications and Transactions Act No.25 of 2002. Please read the terms and conditions carefully. Please do not use or continue to use this service unless you fully understand these terms and conditions and agree to them.

These terms and conditions of use may periodically change without prior notice. Kindly ensure that you check them periodically as your use of this service is subject to the terms and conditions applicable on the date of use. For easy reference, we record that these terms and conditions were last revised on 10 March 2021.

- **Data Charges**

Please note that by using the S Buys WhatsApp Chat Service, you may incur data charges from your mobile network or internet service provider. S Buys is in no way responsible for any data charges related to this service.

- Further refer to our Information Processing Policy below as well as our Privacy Policy on our website. Click on our Privacy Policy link at the bottom of our website to access the said policy.

Promotion of Access to Information and the Protection of Personal Information Manual

The Company is a private Company and is divided into various divisions and or companies amongst other we have a Scriptwise Courier Pharmacy, S Buys Park Pharmacy at SPAR, S Buys Wholesaler and S Buys Academy. Click on our POPIA & PAIA Manual link at the bottom of our website to access the said Manual.

Employment Applications and Use of Personal Information

Any voluntary communication received by us, with its head office at S Buys Pharmacy at Spar Distribution Centre, Cnr. Kaolin & Radium Street, Carletonville, containing personal information or special personal information as defined in terms of the Protection of Personal Information Act (4 of 2013), hereinafter referred to as the “Act” will be secured according to industry standards, and in line with governing legislation while in our possession. We will use this information for the purpose for which it was sent to us only, and dispose of it thereafter.

Your application and all personal information provided herein is protected under the Protection of Personal Information Act (4 of 2013), hereinafter referred to as the “Act”.

1. We are S BUYS with our central offices located at Cnr. Kaolin & Radium Streets, Carletonville.
2. This information is being collected to enable us to facilitate your application and/or assess your suitability for the advertised position and will be used for this purpose only. Where unsuccessful, it will be removed from our possession within 1 year of your application becoming unsuccessful. Where employment is offered, it will be secured and used accordingly.

3. This information is given to us by you voluntarily and of your own free will.
4. If you do not wish to provide us with this information, are unable to do so, or object to it being used, it will result in the disqualification of your application.
5. In the course of the recruitment process, and for matters related to your application only, we may share your information with third parties.
6. You have the right to access this information while in our possession and make corrections if necessary.
7. You have the right to lodge a complaint via email with the office of the Information Regulator, at complaints.IR@justice.gov.za, if you are unhappy with the manner in which we deal with your information.

By submitting your application, you hereby declare your understanding of the aforementioned information and consent to the processing of your information in accordance with the Act, as well as the processing of any further personal information requested by us in the future including but not limited to, banking details, criminal history and credit reports/financial history information.”

POPIA

In your interest, we have done everything reasonably practicable to comply with all the relevant laws that they are subject to. In terms of the Protection of Personal Information Act (4 of 2013), we comply with industry standards when it comes to the collection, storage and protection of your personal information. Read all about the Act here <https://popia.co.za/act/>. Should you have any queries for us regarding your rights as consumers, please leave us a comment <https://www.sbuys.co.za/contact-us> .

In terms of the Protection of Personal Information Act, act number 4 of 2013, the following information is being brought to your attention:

1. We are S BUYS with our central office located at Cnr. Kaolin and Radium streets, Carletonville.
2. We process personal information which also includes your medical information.
3. This information is being collected to enable us to provide a service to you which includes us to process, store, access, share, request and receive from your doctor and other healthcare professionals and/or providers, all the relevant and necessary health and personal information required for authorization decisions to be made by your medical scheme and if it will enable us to assist you further, and for that purpose only.
4. It will be disposed from our possession immediately thereafter, unless you consent to the information being retained for marketing purposes and consent to us being your service provider in order for us to be able to process your personal information.
5. This information is given to us by you, voluntarily and of your own free will.
6. If you do not wish to provide us with this information, are unable to do so, or object to it being used, it may result in us being unable to assist you further.
7. We may share this information with third parties if it will enable us to assist you further, and for that purpose only.
8. You have the right to access this information while in our possession and make corrections if necessary.
9. You have the right to lodge a complaint via email with the office of the Information Regulator, at complaints.IR@justice.gov.za, if you are unhappy with the manner in which we deal with your information. Kindly note that this complaint may not relate to the subject of your query.
10. Do you understand and therefore consent to us processing your information?
11. Do you further consent to us retaining your information for the purposes of direct marketing and related activity?”
13. Do you consent to us sharing your information with 3rd parties? (like your medical aid, healthcare practitioner and a courier company)

We will use our best endeavours and take all reasonable precautions to ensure that any information provided is only used for the purposes it has been provided.

Information Processing Policy

Making your confidential information available:

We are committed to protecting your privacy.

To make use of certain of our products and services you will be asked to provide us with certain of your personal and financial information. We recognise, however, that you may consider this information to be “confidential” and do not want it disclosed to or used by others. The choice of providing us with this information is, however, always yours. If you choose to disclose your information, we accept that it is our duty to respect and protect its confidentiality. This means that we will not use or disclose it without your permission, unless we have some legal duty to do so. If, however, you choose not to provide this information to us, we may not be able to render the products or services you wish to select.

Protecting your confidential information:

This Policy determines what we will do with your confidential information after you have disclosed it. Please read and consider this document carefully as you will be required to accept its terms before we can provide any products and services to you.

Who are we:

When we refer to “we”, “us” and “our” in this document we are referring to:

- S Buys (Pty) Ltd
- Malan & Buys (Pty) Ltd
- S Buys Academy (Pty) Ltd
- Forefront info (Pty) Ltd
- Any affiliates of the above companies;
- Anyone to whom we may assign our rights and duties under this policy; and
- Anyone who takes our place (i.e. our successor)

Take note that how we use “we”, “us” and “our” in this policy, depends on the context.

Information we may hold:

We may record and hold the following types of information about you:

- a) All information contained in the forms or other documentation you submit to us and any other details you provide afterwards. This may include but is not limited to your name, contact details, age, identity number, medical scheme, medical information, qualifications, assets, liabilities, income, payment records, etc;
- b) Information we use to process any application you submit and which we use to determine whether you qualify for certain goods and services. This may include information received after we've made enquiries with public registers, credit bureaus, money laundering, fraud prevention and law enforcement agencies. Please note that the information received from these entities may be linked to other people with whom you have financial associations, for example, members of your family and your business partners and associates;
- c) details of your preferences concerning our products and services;
- d) Other demographic and lifestyle information;
- e) Details of the accounts you hold and any transactions you have previously concluded with or through us; and
- f) Details of when you contact us and when we contact you. This includes for example IP addresses, electronic mail addresses, telephone numbers you contact us from and the content of the communications between us which may be recorded.

Why we need your information:

Your information is needed for the following purposes:

- a) To process credit applications and decide whether you qualify for our products or services and for making related decisions (such as whether to extend credit to you). This may include confirming your identity, credit status, contact details, financial track record, etc from time to time;
- b) To process student applications and decide whether you qualify to attend the relevant courses at the Academy. This may include confirming your identity, qualifications etc. from time to time;
- c) To process your scripts (medication), patient programmes, treatments, medical procedures, claims made to medical schemes, delivery of medication, correspondence with healthcare professionals, reimbursements etc.
- d) To take such actions as may be required to enable and improve your use of our services;
- e) To exercise our rights and comply with our duties in respect of any products or services we may provide to you. This may include processing and recording your requests and transactions, managing your account, delivering products and services to you, communicating with you concerning your use of the products and services and collecting payments you may owe us;
- f) To make sure that the information we receive and hold about you is and remains accurate, complete and up to date;
- g) To prevent, investigate and prosecute any unlawful activities;
- h) To comply with legal and regulatory requirements;
- i) To conduct market research and business analysis, understand your preferences, learn more about the products and services that you are interested in and improve the products and services we offer you;
- k) To inform and provide you with the chance to use products, services and benefits we offer and that we believe may be of interest to you (to the extent that we are legally permitted to do so); and
- l) For such other purposes as you may agree to or as may otherwise be legally permitted, whether to protect our or your interests or those of our suppliers and other customers.

How we collect information:

We may collect information about you as follows:

- a) From you when you make use of any of our services when, for example you fill in an application or other form, provide information telephonically, by e-mail or fax, submit a request, conduct a transaction (which may include buying products) or use our web sites, etc.
- b) From public or private registers or institutions such as credit bureaus, money laundering, fraud prevention and law enforcement agencies, etc. This information may be used to process your application for credit or services and to reassess your status from time to time;
- c) From people and entities, we use to provide services to us. This may include debt collection services, cheque verification services, communication and data hosting services, processing and management services;
- d) From persons you use to provide services to you. This may include communications and data hosting services and processing and management services;
- e) From any other persons you have permitted to provide information to us; and
- f) From any other persons who may otherwise be legally permitted to provide us with information about you.

Confirming your information

It may be necessary for us to confirm the accuracy of your information from time to time using the above and other sources of information.

Protecting your information

We will try at all times to make sure that your information is protected against unauthorised or accidental access, processing or loss and will implement reasonable technical and organisational controls to do so. In the same way, where we use any other person or organisation to host, manage or process your data on our behalf, we will require them to implement the same or similar controls to protect your information. As soon as reasonably possible (provide that we are not prevented from doing so by any law enforcement or regulatory agency), we will notify you in writing and at your registered postal or email address if we believe that an unauthorised access to your information may have occurred. In such instance we will provide you with such information as you may reasonably require to protect your interests.

Sharing your information

You agree that we may transfer or make your information available to the following persons and organisations (whether they are located in or outside of South Africa) in order to achieve the data processing purposes, set out in this policy:

- a) To the divisions and entities of S Buys (mentioned above). This includes the directors, employees, contractors, agents, auditors, legal and other professional advisors of the divisions and entities of S Buys.
- b) To banks, credit bureaus and fraud prevention agencies, who may link your information with those of your family members and business associates. We will, however, notify you before we provide any negative information about you to a credit bureau and, should you so request, we will, to the extent required by law, provide you with a copy of such information;
- c) To any other person that supplies, supports or underwrites any products or services we provide to you, but only to the extent to which it relates to your subscription to and use of our products and services;
- d) To governmental, judicial, regulatory and law enforcement bodies and agencies. This includes the South African Revenue Services and the National Credit Regulator;
- e) To persons who provide services to ourselves in relation to the products and services you are obtaining from us. This may include services such as delivery, debt collection, data hosting and processing and management services;
- f) To any person to whom we cede, delegate, transfer or assign any of our rights or obligations relating to the products or services provided to you or relating to any contracts we may conclude with you;
- g) To any person that acts as your legal guardian, executor of your estate, curator or who acts in a similar capacity;
- h) To any person that provides a guarantee or security for the performance of your obligations to us, but only to the extent to which it relates to the guarantee or security provided;
- i) To such other persons as may be permitted by law or to whom you may have given permission to receive your information from us. This may include persons and entities requesting information to evaluate your creditworthiness.

Please note that at all times, we will ensure that the persons to whom your information is transferred or made available, undertake to protect the confidentiality of your information in a manner similar to that set out in this policy.

How long we may hold your information:

We may hold your information collected in terms of this policy for as long as you are registered to use our services and for at least five years after you stop doing so, or for such longer period as may be required or permitted by law.

Your rights regarding your information:

You have a right to know what information we hold about you and to whom we have disclosed such information. You also have the right to ask us to correct or delete any information we hold about you. This may be because we are no longer allowed to keep such information or it's inaccurate, irrelevant, excessive, out of date, incomplete, misleading or because the information was illegally obtained.

Exercising your rights:

To exercise your rights as indicated above, you will need to do the following:

- a) Submit a written request in the prescribed form to our Information Officer of Deputy Information Officers at our principal place of business situated at Cnr. Kaolin and Radium streets, Carletonville, South Africa;
- b) Provide suitable proof of your identity, and
- c) Pay the prescribed fee, if applicable. Where a fee needs to be paid, we will notify you of the amount before we process your application.

We will process your request as soon as reasonably possible.

Please note that we are only able to fulfil your request where permitted to do so by law and provided that doing so does not unreasonably prejudice our legitimate interests or those of any third party.

Unsolicited marketing communications

Please note that, unless you give your permission, we will not contact you (whether telephonically or by mail, facsimile, SMS or electronic mail) with marketing information.

You may object to receiving such information either when you first subscribe to our goods or services or afterwards, when we send you additional communications. You may also object using a legally recognised public register which is used for such purpose, or by formal notice to us using the prescribed procedure or in any other manner prescribed by law.

Approval of the Terms of use

This policy was approved by the Exco Managers on the 19th day of March 2021 and becomes effective immediately on approval.