



WEBSITE TERMS AND CONDITIONS OF USE

Introduction

Welcome to the website. The information, products and services offered by or through the www.vivagym.co.za website are made available subject to the following terms and conditions.

Definitions and interpretation:

“**intellectual property rights**” , includes, but is not limited to copyright, trade mark, patent and other intellectual property rights embodied in or to any material of whatsoever nature on the website, whether it be in the form of text, logos, images, video, audio or otherwise;

“**Terms**” means these terms and conditions;

“**Viva Gym**”, “**us**” “**our**” or “**we**” means Viva Gym South Africa (Pty) Ltd, the owner of the website whose registered office is situate at Mazars House, Rialto Road, Grand Moorings Precinct, Century City, 7441;

“**website**” means the Viva Gym website located at www.vivagym.co.za and any part or element thereof; and

“**you**” and “**your**” means any person who uses or views the website.

Applicability of terms

1. These Terms govern your use of the website. By accessing and using the website, you acknowledge that you have read and understood these Terms and that you agree to be bound by them. These Terms represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law.
2. Please do not use the website if you do not agree to be bound by these Terms as further use will automatically bind you hereto.
3. These Terms are accepted by you and an agreement will be deemed to be concluded in Cape Town at the time you enter the website for the first time.

Use of the Website

1. The website and its content is made available for your personal, non-commercial use only and you have a non-exclusive, limited and revocable right to access, display, use, download and otherwise copy such content for personal, non-commercial and information purposes only.
2. The website and its content may not be reproduced or otherwise exploited for any commercial purpose without our prior written consent.

3. You may not:
 - 3.1. republish material from the website (including republication on another website);
 - 3.2. sell, rent or sub-license material from the website;
 - 3.3. show any material from the website in public;
 - 3.4. reproduce, duplicate, copy or otherwise exploit material on the website for a commercial purpose;
 - 3.5. edit or otherwise modify any material on the website; or
 - 3.6. redistribute material from the website.
4. You may not use the website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
5. You may not use the website to copy, store, host, transmit, send, use, publish or distribute any unlawful or damaging information or software.
6. Any unauthorised hyperlinking of the website is prohibited.
7. You may not conduct any systematic or automated data collection activities on or in relation to the website.
8. Should you violate any provision of these Terms, we reserve the right to pursue any and all legal and equitable remedies against you. Unauthorised use of the website may give rise to a claim for damages and/or be a criminal offence.
9. We shall not be liable for any loss, damage, harm, claim or any other cost whatsoever resulting from your use of the website and/or its content contrary to these Terms or any third party who obtained such content from you. You further indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of the website and/or its contents contrary to these Terms.

Information provided:

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act ("ECTA") 25 of 2005, we make the following information available:

1. The full name and legal status of the web-site owner: Viva Gym South Africa (Pty) Ltd, a private company duly registered and existing under the laws of South Africa with registration number 2011/129325/07.
2. Physical Address: Block D, Greenford Office Estate, Punters Way, Kenilworth, Western Cape, 7708.
3. Postal Address: P.O. Box 53440, Kenilworth, 7745.
4. Physical Address for receipt of legal service: Block D, Greenford Office Estate, Punters Way, Kenilworth, Western Cape, 7708.
5. E-mail Address: info@vivagym.co.za
6. Web-site Address: www.vivagym.co.za
7. The main business: Our main business is detailed at www.vivagym.co.za
8. All information on specific services offered by us including but not limited to the costs thereof, the manner of payment for such services and the time period within which such services will be rendered will be provided in the specific agreement relating to the provision of such services which may be accessed at www.vivagym.co.za
9. Any complaints may be filed with us via info@vivagym.co.za. We do not currently subscribe to any alternative dispute resolution code or mechanism.

No professional advice

Nothing in the website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter, you should consult the appropriate professional.

Amendments

1. We reserve the right, in our sole discretion and at any time and from time to time without notice to you, to change, modify, add to or remove from:
 - 1.1. these Terms;
 - 1.2. the website and its content; and/or
 - 1.3. your means of access and/or use of the website,which change, modification, addition or removal shall come into effect immediately and automatically.
2. Your continued use of the website following the posting of such changes, modifications, updates or removals will be considered notice of your acceptance thereof.

Legal Capacity

In using the website you represent and warrant that you have the required legal capacity to enter into and be bound by these Terms. You further warrant that you are of full legal age, alternatively that you are an emancipated minor or that your legal guardian has consented to your accessing the website and binding yourself to the provisions of these Terms.

Intellectual Property

1. Unless expressly stated otherwise, Viva Gym and/or its licensors own the intellectual property rights in the website and its content and you agree to waive any moral rights you may have thereto.
2. All rights in and to the website or its contents is reserved and retained by us or any third party owners of such rights. Except as specified in these Terms, you are not granted a license or any other right, including intellectual property rights in or to the website or its content.

Disclaimer and limitation of liability

1. The content of the website is for general information purposes only and is provided on an "as is" basis.
2. While we endeavour to keep the website and its content up to date and correct, we make no representations or warranties of any kind, express or implied, relating to the website or its content. Without prejudice to the generality of the foregoing, we do not warrant that the website will be constantly available, or available at all, or that the information on the website is complete, true, accurate or non-misleading. Further, we have no control over third-party websites linked to the website and do not necessarily endorse any third parties or their products and/ or services that may be advertised on the website.
3. Subject to section 43(5) and 43(6) of the Electronic Communications and Transactions Act, your use of the website and its content is entirely at your own risk. We and our officers, directors, affiliates, shareholders, agents, consultants or employees will not, to the fullest extent allowed by law, be liable to you for any damage (whether it be direct, indirect, consequential, incidental, punitive or special) or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably

foreseeable) relating to the use of, or the inability to access or use the website or its content or any functionality, or the use of any linked website, or for any other reason not directly related to our gross negligence.

4. If you do not think that the aforesaid exclusions of liability are reasonable, then you must not use the website.

Privacy Policy and Information Security

1. We are committed to ensuring that your privacy is protected. We use a secure server and also take appropriate measures to ensure that the information disclosed to us is kept secure, accurate and up to date and kept only for so long as is necessary for the purposes for which it is used.
2. Your personal information will not be collected or used by us without your consent unless we are compelled to do so by law.
3. We use cookies to ensure that you can interact with our web site successfully, to identify the computer device with which you connect to the website and to keep track of your browsing patterns. The use of cookies does not give us access to the rest of your computer or any personal information about you, other than the data you choose to share with us. We assume no obligation to protect this information and may copy, distribute or otherwise use this information.
4. If you want to prevent our cookies being stored on your computer in future, you may do so by referring to your internet browser's instructions. Please note however that if you disable our cookies you may not be able to access certain services or facilities on our sites and your use of our sites may be restricted.

Remarketing with Google Analytics

1. Google Analytics is a service offered by Google which, amongst other things, generates statistics pertaining to our website's traffic and delivers advertisements to past visitors of our website specifically targeted to the interests expressed by such visitors during their visit to our website.
2. We intend to implement the following Google Analytics Display Advertising features - Remarketing, Google Display Network Impression Reporting, the DoubleClick Campaign Manager Integration and Demographics and Interest Reporting.
3. You may set your preferences for how Google advertises to you or opt-out of Google Analytics Display Advertising using the Ads Settings page available at <https://www.google.com/settings/ads>.
4. We use Remarketing with Google Analytics to advertise online and with third party vendors, such as Google may show our advertisements on sites across the internet.
5. We and third-party vendors, such as Google, use first-party cookies (e.g. Google Analytics cookie) and third-party cookies (e.g. DoubleClick cookie) to inform, optimise and serve advertisements to you based on your past visits to our website and to report on impressions, uses and interactions with our advertisements and their relation to visits to our website.
6. Any data collected from you shall be used in accordance with these Terms, our privacy policy and the privacy policy of Google itself.

Interception

Subject to the Regulation of Interception of Communications Act ("RIC") 70 of 2002, you agree that we may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to us, our employees, directors and agents. You agree that your consent satisfies the requirements of the ECTA and RIC for consent in "writing" as defined.

Marketing

We reserve the right to communicate Viva Gym-related and fitness-related information to you by phone / mobile and / or email, but you are within your rights to opt out of either or all forms of communication.

Law

1. The website is controlled, operated and administered by us from our offices in the Republic of South Africa.
2. These Terms are governed by the laws of the Republic of South Africa and you consent to the jurisdiction of the Western Cape High Court in South Africa in respect of any proceedings arising out of this Agreement that may be brought by us against you.

No Waiver

No indulgence, extension of time, waiver or relaxation of any of the provisions of these Terms which we may show, grant or allow you or failure or delay by us to exercise any of our rights will operate as an estoppel against us or constitute a waiver of any such right. We shall not thereby be prejudiced or estopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future.

Severability

The invalidity, unenforceability or illegality of any provision of these Terms, under the laws of any jurisdiction, shall not affect the validity, enforceability or legality of the remaining provisions and should it be determined that one or more provisions are invalid, unenforceable or illegal, such provision shall be deemed to be severed from these Terms and the remaining provisions of these Terms shall in all other respects remain in full force and effect.

Entire Agreement

These Terms constitute the entire agreement between us and you with regard to your use of the website.

Contact details

In the event that you need to contact us for purposes related to these Terms, please use the following e-mail address: info@vivagym.co.za