

1. Introduction

- 1.1. This website can be accessed at **www.daysy.co.za** (the “**Website**”) and is owned and operated by Electronic & Medical technologies(Pty) Ltd (“**Electronic & Medical Technologies (Pty) Ltd T/a EMtech**”, “**we**”, “**us**” and “**our**”).
- 1.2. These General Terms and Conditions (“**Terms and Conditions**”) apply to all offers of Valley Electronics LLC (“**Products**”), and in specific the daysy® monitor, in the online shop including all contracts, delivery and services of orders placed by individuals via this website.
- 1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”).
- 1.4. **By using the Website you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.5. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
- 1.6. 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 Electronic & Medical technologies(Pty) Ltd in terms of the CPA.
- 1.7. Electronic & Medical technologies(Pty) Ltd 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. Payment

- 2.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology and payment can be made for Products via -
 - 2.1.1. debit card;
 - 2.1.2. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Products will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Products. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
- 2.2. Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Products.

3. General Products Disclaimer

- 3.1. By completing this purchase you agree and understand that daysy® will not protect against sexually transmitted diseases and that if used in the prescribed method will reduce the risk of pregnancy but in no way guarantees 100% effectiveness.
- 3.2. daysy® is a Fertility Monitor and not FDA approved as a Contraceptive method or device.
- 3.3. Conclusions regarding the contraceptive reliability of monitoring basal body temperature are based upon independent studies. Information about these studies can be obtained upon request. All information contained on this website is gathered from various resources including the manufacturer's promotional

material. We do not accept liability for claims made by the manufacturer or other material resources.

- 3.4. The information on this site is not intended to replace professional medical advice.
- 3.5. While there may be information on this website related to certain medical conditions and their treatment, should a medical condition exist, promptly see your own physician or health provider.
- 3.6. PLEASE CONSULT WITH YOUR DOCTOR, OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL BEFORE USING ANY PRODUCT DISCUSSED WITHIN THIS WEBSITE.
- 3.7. By accepting delivery of any product purchased from Electronic & Medical technologies(Pty) Ltd, the purchaser as well as any of his or her appointed agents, including but not limited to, the user of the product as well as any additional person(s) that appears by name on the order under the 'ship to' as well as the 'bill to' address, together acknowledge full and complete acceptance of these terms and confirm that they will be bound by them collectively regardless of who accepts delivery, so long as such delivery is made to the correct address as stated on the order or is made to any alternate address for delivery that was submitted in writing from the same e-mail address as provided on the original order.

4. Product Warranty

- 4.1. Electronic & Medical technologies(Pty) Ltd provides warranty that Products are delivered free of manufacturing defects.
- 4.2. Excluded from any warranty are defects and damages originating in the following: Wear and tear caused by operation, normal abrasion or improper use; mistakes in operating the product and negligent conduct on the side of the customer; operation under wrong conditions or opening the device.
- 4.3. The warranty does not include the battery, battery cover and sensor-cap.
- 4.4. Warranty claims are only valid if the user immediately reports the defect in writing within 2 weeks after such defect is discovered.
- 4.5. Usage must be discontinued after the realization of the defect. Return the product, all accessories and a copy of the original invoice via insured delivery to Electronic & Medical technologies(Pty) Ltd.
- 4.6. The warranty obligation shall not apply if the notices of defects are not brought forward immediately as stated.
- 4.7. Manufacturing warranty is 2 years from day of delivery.
- 4.8. During the warranty, Electronic & Medical technologies(Pty) Ltd is obliged to repair defective devices free of charge, replace them with new devices or refund the purchase price based on discretion of the supplier. Further claims, especially for losses and damages including damages resulting from defects are not covered under warranty.
- 4.9. Electronic & Medical technologies(Pty) Ltd shall only be liable for direct and intentional damage to the customer. Liability is precluded for ordinary and minor negligence. Liability for indirect damages is excluded.
- 4.10. All items supplied by Electronic & Medical technologies(Pty) Ltd must be returned to Electronic & Medical technologies(Pty) Ltd to receive warranty repair.
- 4.11. Please keep your invoice as your proof of purchase. BEFORE RETURNING any item contact the company for instructions on return. Any additional fees paid by or billed to Electronic & Medical technologies(Pty) Ltd related to the return shipping of any warranty item, is the responsibility of the product owner unless terms otherwise stipulate that shipping is included. Any such extra fees will be billed.

5. Return and Refund Policy

- 5.1. Before returning an item please call us for a return merchandise authorization number (RMA number). Returns will not be accepted without a pre-authorized RMA number.
- 5.2. All returns and exchanges must be completed within 30 days of delivery.
- 5.3. Items must be returned at the purchaser's expense whether the item is a return for refund or an exchange.
- 5.4. A copy of the original invoice or a copy of the RMA or the customer ID number must be included. Including any of these items acts as proof of purchase.
- 5.5. You may return the product within 14 days after receipt for a full refund less shipping costs, and if financed, less any non-refundable fees related to financing. The monitor must be returned in its original condition, packed in the original unmarked packaging including any accessories and manuals shipped with the product.
- 5.6. Failure to return all items in their original condition will result in additional fees. The amount of the fee will be based on the retail cost associated with replacing any damaged or missing item. A 10% restocking fee applies to units returned 15-30 days after delivery.
- 5.7. The right to return product does not apply to:
 - 5.7.1. the delivery of goods which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparately mixed with other items;
 - 5.7.2. the supply of goods made to your specifications or clearly personalized.
- 5.8. Damages and contaminations must be avoided and all purchased goods, including the original packaging and including all accessories, must be returned.
- 5.9. Returned goods must be adequately protected against damages in transit and Electronic & Medical Technologies (Pty) Ltd shall only be liable for any damage caused to the purchased goods during transit.
- 5.10. Incorrect shipping documentation may result in additional customs charges and taxes, for which the purchaser will be responsible.
- 5.11. We do not honor returns or warranty claims from purchases made from other international resellers.
- 5.12. Extra costs incurred in accepting your return such as customs duties, taxes, handling fees and brokerage fees are non-refundable and are the responsibility of the purchaser.
- 5.13. **The purchaser explicitly agrees as acknowledged by making payments toward their purchase that any additional fees as described above may be billed to the purchaser's credit card immediately or at a later date if additional invoices are received from customs brokers or other agents related to the return of the item or order.**
- 5.14. The invoice amount is due 10 days after delivery of the product.

6. Shipping, Duties & Taxes

- 6.1. Our preferred carrier in South Africa is Dawn Wing Couriers. For all orders shipped via Dawn Wing Couriers., tracking numbers will be provided by e-mail, which may be sent from Dawn Wing Couriers.. By placing an order the customer agrees to allow Electronic & Medical technologies(Pty) Ltd to provide their e-mail address to Dawn Wing Couriers for the purpose of delivering tracking information.
- 6.2. Any customs, duties, taxes, and brokerage fees for shipments charged during the delivery and after the original sale, are the responsibility of the purchaser.
- 6.3. Electronic & Medical technologies(Pty) Ltd always prepares shipments with the best interests of the customer in mind. Electronic & Medical technologies(Pty) Ltd works to help our customers avoid or minimize duties and taxes where lawfully

possible. In most cases there are no duties or additional taxes charged on the majority of our shipments in South Africa.

7. Delivery Guarantee

- 7.1. We guarantee delivery within 4 business days. The guarantee starts 12 hours after payment is received.
- 7.2. The following limitations apply to this guarantee: Electronic & Medical technologies(Pty) Ltd is not responsible for delays due to influences outside of its own control such as regulatory delays by customs or delays caused by improper routing or scheduling by the shipping company or any other such problem outside Electronic & Medical technologies(Pty) Ltd 's direct control.
- 7.3. We are not responsible for delays caused by your inability to accept a package due to incorrect address, rerouting to a new address, or due to an incorrect address including incorrect zip or postal code, or due to no one being available to accept the package.
- 7.4. Proof of performance for this guarantee will be referenced to the date the package is picked up by the courier.

8. Errors

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid.

9. Privacy policy

- 9.1. We respect your privacy and will take reasonable measures to protect it in terms of the POPI Act.
- 9.2. We may require you to provide us with personal information which includes but is not limited to -
 - 9.2.1. your name and surname;
 - 9.2.2. your email address;
 - 9.2.3. your physical address;
 - 9.2.4. your gender;
 - 9.2.5. your mobile number; and
 - 9.2.6. your date of birth.
- 9.3. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 9.4. Subject to clause 12 below, we will not, without your express consent:
 - 9.4.1. use your personal information for any purpose other than as set out below:
 - 9.4.1.1. in relation to the ordering, sale and delivery of Products;
 - 9.4.1.2. to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us; or
 - 9.4.2. disclose your personal information to any third party other than as set out below:
 - 9.4.2.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any

- other method, for the ordering of Products or when delivering Products to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
- 9.4.2.2. to our suppliers in order for them to liaise directly with you in the event of you submitting a warranty claim regarding any Products you have purchased which requires their involvement; and
- 9.5. We will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- 9.6. We will -
- 9.6.1. treat your personal information as strictly confidential;
- 9.6.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 9.6.3. provide you with access to your personal information to view and/or update personal details;
- 9.6.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- 9.6.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- 9.6.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control.
- 9.7. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 9.8. Electronic & Medical technologies(Pty) Ltd undertakes never to sell or make your personal information available to any third party other than as provided for in this policy, unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, Electronic & Medical technologies(Pty) Ltd reserves the right to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 9.9. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 9.10. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Electronic & Medical technologies(Pty) Ltd, Electronic & Medical technologies(Pty) Ltd shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

10. Changes to these terms and conditions

- 10.1. Electronic & Medical technologies(Pty) Ltd 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.

- 10.2. 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.

11. **Electronic communications**

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions electronically in accordance with our privacy policy as set out in clause 10 above.

12. **Ownership and copyright**

- 12.1. 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 Electronic & Medical technologies(Pty) Ltd, its advertisers and/or sponsors and/or is licensed to Electronic & Medical technologies(Pty) Ltd.
- 12.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 12.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- 12.4. Where any of the Website Content has been licensed to Electronic & Medical technologies(Pty) Ltd 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.

13. **Disclaimer**

- 13.1. **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.**
- 13.2. Whilst Electronic & Medical technologies(Pty) Ltd takes reasonable measures to ensure that the content of the Website is accurate and complete, Electronic & Medical technologies(Pty) Ltd 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.
- 13.3. Electronic & Medical technologies(Pty) Ltd 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.
- 13.4. Although Products sold from the Website are under warranty as provided for in clause 5 above , 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.

- 13.5. Any views or statements made or expressed on the Website are not necessarily the views of Electronic & Medical technologies(Pty) Ltd, its directors, employees and/or agents.
- 13.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Electronic & Medical technologies(Pty) Ltd 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 wilful misconduct of Electronic & Medical technologies(Pty) Ltd, its employees, agents or authorised representatives. Electronic & Medical technologies(Pty) Ltd thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

14. **Linking to third party websites**

- 14.1. This Website may contain links or references to other websites ("**Third Party Websites**") which are outside of our control. These Terms and Conditions do not apply to those Third Party Websites and Electronic & Medical technologies(Pty) Ltd is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.
- 14.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

15. **Limitation of liability**

- 15.1. Electronic & Medical technologies(Pty) Ltd 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 wilful misconduct of Electronic & Medical technologies(Pty) Ltd, 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@daysy.co.za or by contacting 0216979110.
- 15.2. Electronic & Medical Technologies(Pty) Ltd 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.
- 15.3. You hereby indemnify Electronic & Medical technologies(Pty) Ltd 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.

16. Availability and termination

- 16.1. We will use reasonable endeavours 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.
- 16.2. Electronic & Medical technologies(Pty) Ltd may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Electronic & Medical technologies(Pty) Ltd 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.
- 16.3. 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 Products, 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.

17. Governing law and jurisdiction

- 17.1. 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.
- 17.2. In the event of any dispute arising between you and Electronic & Medical technologies(Pty) Ltd, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 17.3. Nothing in this clause or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

18. Notices

- 18.1. Electronic & Medical technologies(Pty) Ltd hereby selects 20 Golf Course Rd, Sybrand Park , Rondebosch 7700 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("nominated address"). Electronic & Medical technologies(Pty) Ltd may change this address from time to time by updating these Terms and Conditions.
- 18.2. You hereby select the address specified on the Products order form as your nominated address, but you may change it to any other physical address by giving Electronic & Medical technologies(Pty) Ltd not less than 7 days' notice in writing.
- 18.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English.

19. Electronic Communications and Transactions Act

- 19.1. For the purposes of the Electronic Communications and Transactions Act, 2002, Electronic & Medical technologies(Pty) Ltd's information is as follows,

which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

- 19.1.1. **Full name:** Electronic & Medical technologies(Pty) Ltd , a private company registered in South Africa with registration number 200601920307
- 19.1.2. **Main business:** Supply of Electronic & Medical devices and equipment
- 19.1.3. **Physical address for receipt of legal service (also postal and street address):** 20-22 Golf Course Rd, Sybrand Park, Rondebosch 7700 PO Box 308, Howard Place , 7450
- 19.1.4. **Office bearers:** Michel Rouessart , Managing Director
- 19.1.5. **Phone number:** 021 697 9110
- 19.1.6. **Official email address:** info@daysy.co.za

20. General

- 20.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 20.2. Any failure on the part of you or Electronic & Medical technologies(Pty) Ltd to enforce any right in terms hereof shall not constitute a waiver of that right.
- 20.3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 20.4. 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.
- 20.5. 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.
- 20.6. These Terms and Conditions contain the whole agreement between you and Electronic & Medical technologies(Pty) Ltd and no other warranty or undertaking is valid, unless contained in this document between the parties.