

Terms and Conditions

1. INTRODUCTION

1.1 Mercha Apparel Proprietary Limited ("**Mercha**") maintains this website as well as related platforms such as mobile websites and mobile applications (**the "Mercha Platforms"**).

1.2 Your access to and use of the Mercha Platforms and the products and services provided via the Mercha Platforms (**the "Products and Services"**) is governed by these terms and conditions (**the "Terms and Conditions"**) as read with the [privacy policy](#) located here (**the "Privacy Policy"**). When you use the Mercha Platforms or purchase our Products and Services, a legally binding contract comes into effect between yourself and Mercha.

1.3 Any references to "**Mercha**" "**we**", "**us**" or "**our**" in these Terms , and Conditions will be to Mercha Apparel Proprietary Limited, and will include, where applicable, our affiliates and subsidiaries. References to "**you**" or "**your**" will be to you as a visitor to the Mercha Platforms and/or as a customer purchasing the Products and Services.

1.4 These Terms and Conditions contain provisions that require you to indemnify Mercha, which limit Mercha's liability towards you, or which may require you to assume responsibility for a risk or liability. These provisions will be in the same style as this paragraph. By using the Mercha Platforms and/or the Products and Services, you acknowledge that you have read, accept, and will be bound by these Terms and Conditions. If you do not agree to this, please do not use the Mercha Platforms and/or the Products and Services.

2. YOUR ACCESS TO THE MERCHA PLATFORMS

2.1 You agree to abide by these Terms and Conditions and to conduct yourself in a lawful manner on the Mercha Platforms.

2.2 Mercha may suspend or terminate your access to the Mercha Platforms should you contravene any of these Terms and Conditions. Mercha will not be liable for any loss you suffer due to your inability to access the Mercha Platforms, where Mercha suspends or terminates your access on this basis.

2.3 By using the Mercha Platforms, you warrant that you are 18 years of age or older and that you have the necessary legal capacity to agree to and to be bound by these Terms and Conditions.

2.4 If you are under the age of 18 or you do not have the necessary legal capacity to agree to and to be bound by these Terms and Conditions, then you may use the Mercha Platforms only under the supervision of a parent or legal guardian. If your parent or legal guardian supervises you as such, then such parent or legal guardian agrees to be bound

by these Terms and Conditions and agrees to be liable for you and your duties under these Terms and Conditions.

3. PAYMENTS AND FEES

3.1 You can pay for Products and Services available via the Mercha Platforms by following the payment prompts on the relevant Mercha Platform.

3.2 We will send you an email to confirm your order and its details. If you require a full record of your transaction with us, please contact the Mercha customer service team on admin@mercha.co.za.

3.3 You may be able to make payment for Products and Services using third-party payment providers. Mercha is not involved in such payments via these third-party payment providers nor are we a party to such transactions.

3.4 Your bank or the payment provider you select may charge additional transaction, administrative and/or facilitation fees. Mercha is not responsible for any such fees.

3.5 Depending on the payment method you select, Mercha or the payment provider you select may need to request information from you to verify and/or authorise your payment. You warrant that you are authorised to use the card you are using to make payment and that your card will have sufficient funds available to cover the cost of your purchase.

3.6 If we require authorisation to process a payment and we do not receive such authorisation, then your order will be cancelled.

3.7 Your order is not complete, and the fees payable are not fixed and the availability of goods not confirmed, until you have placed your order and paid for it. Mercha will not be liable where the price or availability of goods changes from the time you place an item into your cart until the time you make payment for it.

3.8 Mercha reserves the right to amend and update the fees for Products and Services as well as the payment terms and payment methods available at its discretion from time to time.

3.9 Mercha may from time to time offer discounts, free trials, and promotional offerings. Any such offering may be subject to such additional terms as Mercha may impose in its sole discretion and may publish on the Mercha Platforms.

4. DELIVERY OF YOUR ORDER

4.1 We will deliver your order as soon as possible, and in any event within 30 days of your date of order, if your order is to be delivered within South Africa, and 60 days of your date of order if you are outside South Africa. From time to time, we may experience

delays or disruptions to delivery. We will inform you of any delay with your order and strive to have it delivered to you as soon as possible.

4.2 The fees payable for delivery will be displayed when placing an order and making payment and will depend on your delivery location and the delivery method you choose.

4.3 Mercha's duty to deliver your order will have been fulfilled once the order is delivered to the delivery address you nominated when placing the order.

4.4 If we or our third-party delivery partners are unable to deliver your order because we or they cannot reach you despite reasonable attempts or because you do not take receipt of the order, then your order will be returned to our warehouse and you will be liable for any further delivery fees incurred in order to attempt to subsequently deliver your order.

4.5 The fees payable for delivery are subject to change at any time, without prior notice to you.

5. DEFECTIVE, INCORRECT OR DAMAGED ORDERS

5.1 We strive to provide you with correct and quality orders. However, from time to time you may receive an order that is incorrect, defective or damaged.

5.2 Should this happen, please contact the Mercha customer service team on admin@mercha.co.za. Mercha's customer service team will arrange for such order to be collected from you or for you to deliver such order to Mercha.

5.3 We will replace your order with a correct and undamaged order within 30 days. If we do not have stock available or we are otherwise unable to replace your order with a correct and undamaged order, we will refund you.

6 RETURNS AND REFUNDS

6.1 We hope you are happy with every purchase you make; however, we understand that in certain circumstances you may want to return or exchange an order.

6.2 Please contact the Mercha customer service team on admin@mercha.co.za with a full description of the reason for the return, with supporting images. Mercha's customer service team will authorise your return prior to arranging for such return to be collected from you or for you to deliver such return to Mercha.

6.3 You may return an incorrect order or a damaged item you purchased on a Mercha Platform within 7 days of that item being delivered to you. To be eligible for such a return, your item must be in the same condition that you received it, unwashed and unused, and in the original packaging with tags attached. Under these conditions the ordered item will be replaced.

6.4 Where you wish to return an undamaged, unused order for an exchange, the direct cost of returning your order will be for your own account.

6.5 Where an item is returned by the courier due it not being collected, the direct cost of returning your order to the warehouse and dispatching it to you for a second time, will be for your own account.

6.6 Where you wish to exchange an undamaged, unused order, the direct cost of returning your order will be for your own account. The delivery, to a Pickup Point, of the exchange back to you, will be for mercha's account.

6.7 Mercha will not be liable where you return your order to an incorrect address or an address other than the return address specified by Mercha, or where you make use of a third party to cause the return to be delivered to Mercha, and the return is damaged, lost or destroyed in the process.

6.8 Should your order be returned in accordance with clause 6, we will refund you within 30 days.

6.9 We will refund you by way of the payment method that you used to make payment for the returned order.

6.10 Delivery fees are not refundable.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 You acknowledge that the Mercha Platforms and the Products and Services are provided on an 'as is' basis, without any warranty that the Mercha Platforms and the Products and Services will be free from defects, to the extent that it is lawful to do so, and that the existence of errors in the Mercha Platforms and the Products and Services alone will not constitute a breach of these Terms and Conditions. In the event of any such defect or error, your sole remedy will be to cease your use of the Mercha Platforms and the Products and Services and to request a refund, where allowed.

7.2 Mercha does not warrant that –

7.2.1 the Mercha Platforms and the Products and Services (or any component thereof) will meet your personal requirements or expectations;

7.2.2 the operation of the Mercha Platforms (or any component thereof) will be uninterrupted or error-free; or

7.2.3 that all errors or defects in the Mercha Platforms will be corrected.

7.3 The information provided as part of the Mercha Platforms is intended to serve as general information. No representations or warranties are made in respect of such information, including in respect of the accuracy of the information.

7.4 To the extent not prohibited by applicable law, Mercha disclaims all warranties and conditions with respect to the Mercha Platforms and the Products and Services, either express or implied, including, but not limited to, warranties of merchantability, accuracy, fitness for a particular purpose and non-infringement.

7.5 In no event shall Mercha or its affiliates, officers, directors, employees, service providers, contractors or agents be liable for any special, consequential, indirect, or incidental damages arising out of, or related to, the Mercha Platforms and the Products and Services or the information contained therein, whether such damages arise in contract, negligence, delict, under statute, at law or otherwise.

7.6 You agree to defend and indemnify Mercha and to hold Mercha and its affiliates, officers, directors, employees, service providers, contractors and agents harmless from and against all claims, obligations, damages, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from–

7.6.1 your violation of any part of these Terms and Conditions;

7.6.2 your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right;

7.6.3 your use of and access to the Mercha Platforms and the Products and Services; or

7.6.4 any claim that your use of the Mercha Platforms and the Products and Services caused damage to a third party.

8. PROCESSING OF PERSONAL DATA

8.1 To facilitate your access to the Mercha Platforms and to provide the Products and Services to you, we are required to process some of your personal data and to share some of this personal data with certain third parties, such as our duly appointed service providers.

8.2 Any information and data that you provide to Mercha must be accurate, truthful, and up to date.

8.3 Please read our Privacy Policy located at [privacy-policy](#) to understand the types of personal data we collect about you, where we collect it from, who we may need to share it with, how long we retain it for, whether it leaves the country in which we collected it, and how you can request access to and/or deletion of your personal data.

9. TERMS OF USE AND INTELLECTUAL PROPERTY

9.1 We reserve all rights (including all intellectual property rights) not expressly granted herein to the Mercha Platforms and the content we make available on or via the Mercha Platform.

9.2 You may use the Mercha Platforms and the Products and Services only for purposes that are legal, and you must not (nor will you allow or cause any third party to) –

9.2.1 tamper with, disassemble, edit, reverse engineer, decompile, attempt to derive the source code of or modify the Mercha Platforms (wholly or in part);

9.2.2 sublicense, distribute, export, or resell the Mercha Platforms (wholly or in part) or otherwise transfer any rights therein;

9.2.3 use or exploit the Mercha Platforms and the Products and Services (wholly or in part) for commercial gain under any circumstances whatsoever or copy the Mercha Platforms and the Products and Services (wholly or in part);

9.2.4 re-sell Products and Services; or

9.2.5 exercise any other right to the Mercha Platforms and the Products and Services (wholly or in part) not specifically granted in these Terms and Conditions.

9.3 Without limiting the foregoing, you agree not to circumvent, disable or otherwise interfere with security related features of the Mercha Platforms or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Mercha Platforms or the content therein.

9.4 You are granted a revocable, non-transferable, non-exclusive, limited licence to use the Mercha Platforms to receive the Products and Services for personal, private use. No licence or other right or interest is granted to you except for the licence rights specifically set forth herein.

9.5 Mercha, its valid licensor or the relevant proprietor owns all right, title and interest in and to the Mercha Platforms and the Products and Services and all information, documentation and proprietary products made available via the Mercha Platforms.

9.6 You may not duplicate or reproduce in any way the Mercha Platforms and the Products and Services or the information, documentation and/or the proprietary products made available via the Mercha Platforms and the Products and Services without the express prior written permission of Mercha, its valid licensor or the relevant proprietor.

9.7 By communicating with Mercha Platforms, you grant Mercha a royalty-free, perpetual, irrevocable, non-exclusive licence to use, modify, reproduce, publish, edit, distribute, perform, translate, and display the communication, content, or any information therein alone or as part of other works in any form, media, or technology, whether now known or hereafter developed, for any purpose.

10. LINKS TO THIRD PARTY WEBSITES AND THIRD PARTY CONTENT

10.1 We may use third-party service providers to monitor your activity on the Mercha Platforms or to assist us in making the Mercha Platforms and the Products and Services available to you.

10.2 If you click on links to third-party websites, you leave the Mercha Platforms.

10.3 We are not responsible for the content of these third-party websites or for the security of your information when you use the third-party websites. These third-party service providers and third-party websites may have their own terms and conditions and policies that you may be subject to.

10.4 By using the Mercha Platforms, you agree that we are not liable for the following —

10.4.1 the content, operation, use, security, accuracy or completeness of any such third-party platforms or the products or services that may be offered or obtained through them or the accuracy, extensiveness, or dependability of any information obtained from a third-party platform;

10.4.2 the ownership or right of use of any licensor of any software provided through any third-party platform;

10.4.3 any content featured on a third-party platform that is accessed through the links found on a Mercha Platform; and/or

10.4.4 any failure that affects the products or services of a third-party platform, for example any telecommunication service provider or internet service provider.

11. DISPUTE RESOLUTION AND GOVERNING LAW

11.1 Any disputes that may arise concerning the Mercha Platforms and the Products and Services and the information contained herein will be governed by the laws of South Africa. All proceedings, which may arise out of, or in connection with, the Mercha Platforms and the Products and Services will be brought solely in the appropriate court in South Africa.

11.2 Our failure to exercise or enforce any provision of these Terms and Conditions will not constitute a waiver of such right or provision.

11.3 It is not intended that any part of these Terms and Conditions contravene any provision of any legislation which may apply. Therefore, all the provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the provisions of applicable legislation are complied with.

12. SEVERABILITY

All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto (as if not written herein) and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect.

13. ASSIGNMENT

Mercha may cede its rights or delegate its obligations without your prior written consent where such action is pursuant to a sale of business, sale of shares, or change of ownership in Mercha or its holding entities or pursuant to any internal reorganisation or amalgamation in respect of Mercha and/or any of its holding entities, subject to any applicable notification requirements in terms of the law.

14. WHOLE AGREEMENT

14.1 These Terms and Conditions, as read with the Privacy Policy, contain all the provisions with regard to the Mercha Platforms and the Products and Services, and supersedes and novates in its entirety any previous understandings or agreements in respect thereof.

14.2 Mercha may modify or amend these Terms and Conditions at any time with the minimum notice permitted by applicable law or, if allowed by applicable law, without notice. Your use of the Mercha Platforms and the Products and Services signifies your acceptance of these Terms and Conditions, as amended from time to time.

15. HOW TO CONTACT US

If you have any questions about these Terms and Conditions, please contact us at admin@mercha.co.za with "Mercha Terms and Conditions" in the subject line.

16. INFORMATION ABOUT MERCHA

16.1 Full name: Mercha Apparel Proprietary Limited

16.2 Legal status: Private Company

16.3 Registration number: 2021/351567/07

16.4 Directors: Kyle Gavin Brown, Zanda Isaacs

16.5 Physical address: 6 Meryl Place Northcliff, Johannesburg, Gauteng, 2195

16.6 Website address: www.mercha.co.za