

BLISS GROW SHOP ONLINE TERMS OF SERVICE



1. INTRODUCTION

This website (“site”) is an online site and store operated by Canna Bliss Holdings (Pty) Ltd T/A Bliss Grow Shop (“Bliss Grow Shop”).

By visiting and using the site and the services offered on the site, you accept these Terms of Service, including other terms and conditions and policies we refer to in the Terms of Service or make available on the site.

Please read these Terms of Service carefully before using the site or any services offered on it.

Keep the following in mind when reading the Terms of Service:

- “we”, “us” and “our” refer to Bliss Grow Shop, unless “us” clearly refers to us (Bliss Grow Shop) and you (the customer) collectively;
- “customers”, “consumers” and “buyers” refer to you;
- headings are included to help you find your way; and
- if something is typed in **bold**, it means that we want to draw your attention specifically to that part. It may pertain to your rights or obligations, especially in terms of the Consumer Protection Act 68 of 2008.

2. THE ONLINE STORE

You must be at least the age of majority in your country to visit and use this website. The age of majority in South Africa is 18 years. By accessing the site you confirm and warrant that you are not a minor.

You may not use our products or the site to do anything illegal or unauthorised.

If you require our consent to do anything in terms of the Terms of Service, you must get our written consent.

We have the right to refuse service to anyone for any reason.

If you use the site your content may be transferred unencrypted and transmitted over various networks adapted to suit the requirements of connecting networks or devices. This does not include Credit card information, which is always encrypted during network transfer.

3. RESPONSIBLE ADULT USAGE (“RAU”)

We practice and endorse RAU by equipping you with everything you need to successfully germinate, grow, harvest and consume cannabis in private as a responsible adult.

While we are extremely enthusiastic about most things cannabis related, we do not sell or endorse any illegal products or substances. Please do not ask any of our staff questions that will assist you in breaking the law.

4. THE CONTENT AND INFORMATION ON THE SITE

Any historical, scientific or cultural information is provided for reference only and we do not guarantee the accuracy of that information. We do however try our best to be accurate.



We may modify or discontinue the site (or any part of it) without letting you know. **You must keep updated on any changes to the site or the Terms of Service. You rely on the content and material on the site at your own risk and we will not be liable to you or anyone else if we modify or discontinue the site.**

Mistakes happen. There may be information on our site that contains typing errors, inaccuracies or omissions that relate to product descriptions, pricing, promotions, offers, shipping costs, transit times and availability. Please let us know if you think we made a mistake. We may correct any mistakes, change or update information, or cancel orders at any time if any information is inaccurate, including after you have submitted your order.

We display all images and colours of our products as accurately as possible, but colours may be displayed differently on your device.

5. OUR PRICES

All our prices are in South African Rand, include VAT, and exclude delivery costs unless stated otherwise. We will indicate the delivery costs separately as it may vary from order to order and depending on your delivery choice.

We may update our prices without letting you know.

6. OUR PRODUCTS

Our products will be sold in limited quantities. We do not guarantee that we will always have the product you want in stock. We try to keep the site updated to reflect our current stock.

We will refund you if you have placed an order, paid for it, and we are unable to fulfil that order. You can also choose a substitute product and pay the difference, or be refunded the difference.

Our products may be exchanged or returned only in terms of our **returns policy**.

7. YOUR BILLING AND ACCOUNT INFORMATION

You must provide current, complete and accurate purchase and account information for all purchases made through our store and promptly update your account and other information. We need this updated information to complete your transactions and contact you as needed. **We will not be liable for any damages you suffer as a result of you entering the wrong information.**

If you are concerned about the protection of your billing and account information, please read our **privacy policy**.

8. PAYMENT

You can pay us using Visa and MasterCard credit cards, or by EFT.

We will provide our bank account details when you request to pay using EFT. You must also e-mail the proof of payment to cannablissza@gmail.co.za if paying by EFT.

If you pay using a card, you will pay using YOCO Payment Gateway or Peach Payments as the payment gateway. We do this for security purposes as the payment gateway uses secure encryption. When making a



card payment, your card details will not be stored on the site as it is processed through the payment gateway's site.

Funds must clear in our account before we send your order for delivery. We will cancel any order that remains unpaid seven days after being placed.

We only accept South Africa Rand (ZAR) as currency.

We may scrutinise orders and transactions to prevent fraud. If we suspect that a transaction is not legitimate, we may refuse the transaction.

9. ORDERING ON THE SITE

We only reach a sale agreement with you once you have added the products you want to your shopping basket, checked out to confirm your order, paid for the products, and we have accepted your order by confirming that we have received payment and that the products you have ordered will be dispatched for delivery.

We process orders during our trading hours on weekdays between 09h00 and 17h00, excluding public holidays. Orders placed outside our trading hours will be processed on the following weekday.

If you add an item to your shopping basket without checking out and completing the purchase, we have not reached a sale agreement and we will not be liable if the item is not available when you complete the purchase by checking out and paying for the item. You can also remove items from your shopping basket at any time before paying us. If you want to cancel an order that we have already processed, our **returns policy** will apply.

We may refuse any order you place with us for any reason, or limit or cancel the quantities that you order. This includes orders placed under the same account, credit card, and orders that use the same billing or shipping address. We will attempt to notify you of any such restrictions using the contact details you provided when placing the order.

We do this because we have limited quantities and we try to prevent dealers, resellers or distributors from buying stock that was meant for you.

10. DELIVERY

You choose the delivery method when you check-out on the online store and before paying for your purchase. If you choose delivery we will do what we can for your product to be delivered between 3 and 5 working days from confirmation that we have received your order and payment.

If some of the information you provided when placing your order was incorrect, the delivery of your purchase may be delayed as we try to sort out any issues. **If you provide the wrong delivery information and we have to incur additional delivery costs to get your products to you, you will be liable for such costs.**

When products are delivered the person receiving the delivery may be required to provide proof that he/she is of the age of majority and will be requested to sign to acknowledge that the order was delivered. You may not order products and request your minor child to accept delivery on your behalf.

The courier's proof of delivery to the address you specified when placing the order will be proof that the order was delivered and that we have fulfilled our obligations to you. If your order has already been processed and you want to change the delivery address, we may charge you for the additional delivery costs.



You must let us know if your order has not been delivered within one month from your order being cleared. If you do not let us know in time, we will reject your claim that your order was not delivered if our systems show that your order has been dispatched for delivery.

11. RETURNS POLICY

We strive to give you the best products. To ensure that you know what to do when you think a product doesn't do what it is supposed to or when you think it is faulty, we have put appropriate measures in place to ensure that our staff are fully aware of, and comply with the Consumer Protection Act 69 of 2008 and the Electronic Communications and Transactions Act 25 of 2002.

If your order is damaged on arrival

Our returns policy applies under the following circumstances:

a) Product damaged on arrival:

If your product is damaged on arrival you must notify us within three days of receiving your order. If you do not, we will not refund you or replace the order. We may ask for images of the product and packaging to show us the extent of the damage. If we are to blame for the damage, we will cover the delivery costs to have the damaged order returned to us and refund you for your order within 30 days, or replace the order.

b) Cooling-off period:

You may return your order by letting us know within seven days of receiving the order. You will be responsible for paying for any delivery costs to return the order to us. Your product must be unopened, undamaged, and in the original packaging. We will refund you for your order within 30 days.

c) Product not meeting a particular purpose:

If you informed us that you need a product for a particular purpose, we confirmed that the product will meet that purpose, and the product subsequently does not meet that purpose, you can return the goods within ten business days after receiving it. We will only accept such a refund if the product is in its original packaging, undamaged, and you can provide a receipt for the purchase.

d) Product bought becomes damaged or faulty:

If you bought a product and it becomes apparent that the product has a defect either by being damaged or faulty within the first six months after buying the product and you were not the cause:

- i) You must send us an e-mail during describing the product, the defect and the date of purchase. We will contact you to arrange for the collection of the product;
- ii) If we cannot immediately determine that the product has not been damaged by you or what the cause of the damage or defect may be, we may refer the product for technical assessment by the manufacturer or an authorised service centre and will provide you with feedback within 10 business days from collection. In assessing who is to blame for the damaged product, we may rely on feedback from the suppliers of the products, the person responsible for delivery of the order, or independent service and assessment centres;
- iii) If it is found that you did not cause the damage or defects and that we or the manufacturer are responsible for it, you can either request a repair, a refund or a replacement of the product;



- iv) If a product is repaired, it will have a further three month warranty from the date of repair. If the damage or defect reappears during the further three month warranty period, i), ii), and iii) will apply, with the exception that the product cannot be repaired for a second time and can either be replaced or refunded if any defects appear during the three month period; and
- v) If either the six month period or three month period expires and it appears that the product is defective, we will endeavour to arrange with the manufacturer or its agents to repair the product, but we accept no responsibility for their failure to do so, or the costs of the repairs.

You may arrange the delivery of a return in consultation with us, or we can arrange it on your behalf.

Please take note that the provisions above will not apply when a product is damaged in the following instances:

- i) When the damage is caused by lightning, power surges, or loadshedding;
- ii) When the damage is caused by misuse or abuse of the product contrary to the instructions and warnings provided on the product and in the documentation;
- iii) When the product is used for a purpose other than its intended purpose. We will not be responsible if you use a domestic product for commercial use and it breaks;
- iv) When you cause the damage intentionally or by accident;
- v) When you alter or physically change or modify the product;
- vi) When public regulations prohibit the return of the product for public health reasons.

12. INTELLECTUAL PROPERTY

The content of the site is our intellectual property, or we are licensed to use such intellectual property. You may not use, copy or distribute any intellectual property contained on the site without our consent.

13. THIRD-PARTY TOOLS AND WEBSITES

When using the site you may be directed, shown or given access to, third-party tools and websites that are not under our supervision or control. **We are not responsible for your use of optional third-party tools or websites and do not make any warranties or representations about such tools. You use third-party tools at your own risk and must familiarise yourself with the terms and condition of any third-party tools you use.**

Complaints or concerns about a third-party tool or website must be directed to the third-party.

14. PERSONAL INFORMATION

Your submission of Personal Information through the store is subject to our **privacy policy**.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY



We do not make warranties of the quality of our products, services, information, or other material offered on the site.

We do not guarantee that your use of the site or service will be uninterrupted, timely, secure or error-free. We may suspend or terminate the site or any services offered on the site for indefinite periods without letting you know.

We, our employees, representatives or third-party service providers cannot be held liable for inaccurate information on the site, or incorrect or outdated prices displayed, unless we are found to be guilty of wilful misconduct or gross negligence.

If you think we made a mistake, please let us know.

16. INDEMNIFICATION

You indemnify us and those acting on our behalf from liability for claims, including legal costs, made by a third-party due to your breach of the Terms of Service, or your violation of any law or the rights of a third-party in relation to your use of the site and services.

17. SEVERABILITY

If a provision of the Terms of Service is found to be void or unenforceable, that provision and the rest of the Terms of Service will be enforceable as is permitted in law. The unenforceable portion will be deemed to be severed from the Terms of Service and it will not affect the validity and enforceability of the rest of the Terms of Service.

18. TERMINATION

These Terms of Service are effective unless the site, any services offered on the site, or your use of the site is terminated by either of us. If you do not agree to the Terms of Service, do not use the site.

If you breach any of the terms in the Terms of Service, your use of the site or any services offered on it will be terminated immediately and we reserve the right to recover damages we suffer as a result.

19. ENTIRE AGREEMENT AND RELAXATION

If we relax any obligations or do not enforce any of the terms of the Terms of Service, it will not mean that we waive our rights or any part of the Terms of Service.

These Terms of Service and any other terms or conditions which form part of the Terms of Service is the entire agreement between us and will supersede any previous agreements, communications and proposals, whether in writing or not.

20. GOVERNING LAW

The Terms of Service and any incidental agreements or services will be governed by and construed in accordance with the laws South Africa.

By using the site and services, you submit to the jurisdiction of the Magistrates' Courts of South Africa for any disputes arising out of your use of the site and services.



21. CHANGES TO TERMS OF SERVICE

We may amend or vary any clause in the Terms of Service at any time. The most recent version of the Terms of Service can be read on this page at any time.

It is your responsibility to review the Terms of Service as your use of the site or the Service constitutes acceptance of any amendments or variations of the Terms of Service.

22. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") grants rights to consumers who enter, or intend entering into, electronic transactions with us through the site, as the end user of the goods or services offered by us. The Terms of Service are not intended to limit the rights granted by the ECT Act.

We make the following disclosures as required by the ECT Act:

Business name: Canna Bliss Holdings (Pty) Ltd t/a Bliss Grow Shop, a private company with limited liability registered in South Africa with registration number 2020/155367/07

Physical address: 222 Lower Main Road, Observatory, Cape Town, Western Cape, 7925

We also choose this address for service of legal documents.

Office bearers: Neil Yates

Phone number: +27 82 903 6068

Website: www.canna-bliss.co.za

Email address: cannablissza@gmail.com