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FABIANA HOY and its associates provide their services to you subject to the following conditions. If you visit or shop within this website, you accept and agree with these conditions. Please read them carefully before accessing or using our website.

Any future and/or new features or tools or services added to the current website shall also be subject to these terms and conditions. We reserve the right to update, change or replace any part of these terms and conditions without giving notice.

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

*If you do not agree to all the terms and conditions of this agreement, then please, you may not access the website or use any services offered.*

## COPYRIGHT

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## CONDITIONS OF USE

We reserve the right to refuse service to anyone for any reason at any time.

When you visit FABIANA HOY or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

This site may contain content mentioning data, opinions, facts and historical information. We are not responsible if, all previously mentioned, are not complete, accurate and/nor current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of these, violate any laws in your jurisdiction (including but not limited to copyright laws).

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Prices for our products and/or services are subject to change without notice. Prices for e-commerce are expressed in ZAR (South African Rands). Prices and currency might change if products and/or services are offered out of [www.fabianahoy.com](http://www.fabianahoy.com) and if outside of South Africa. We reserve the right at any time to modify or discontinue any product and/or service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any product or service offered on this website. Any offer for any product or service made on this site is void where prohibited. No asking for paying less or discounts not offered or shown.

FABIANA HOY and its associates attempt to be as accurate as possible. However, FABIANA HOY does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by FABIANA HOY itself is not as described, your sole remedy is to return it in unused condition.

Products displayed in pictures might render differently from device to device. We have made every effort to make sure to show you as close and accurate as reality as possible.

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in our site or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh

date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

We reserve the right, but are not obligated, to limit the stock, sales of our products or offered services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

FABIANA HOY reserves the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree, and it is your responsibility, to provide real and current, complete and accurate purchase and account information for all actions made at our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. FABIANA HOY and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Certain content, products and services available via our website may include information, materials and services from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion.

All items purchased from FABIANA HOY are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, ideology promotion, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. FABIANA HOY reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant FABIANA HOY and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant FABIANA HOY and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify FABIANA HOY or its associates for all claims resulting from content you supply. FABIANA HOY has the right but not the obligation to monitor and edit or remove any activity or content. FABIANA HOY takes no responsibility and assumes no liability for any content posted by you or any third party.

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These terms and conditions and any separate agreements whereby we provide you shall be governed by and construed in accordance with the laws of The Republic of South Africa.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

Gracias!

## PRIVACY

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

We will get your information by:

- You communicating with us on our site or social media platforms.
- By you subscribing to our mailing list.
- By you giving us your details in other spaces outside of this site such as events and others.
- By being referred by someone you know on social media while participating in a campaign.

We may disclose your personal information if

- You request it by unsubscribing to our data base.
- We are required by law to do so.
- If you violate our Terms of Service.

We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

If you would like to: access, correct, amend or delete any personal information we have about you, please do so by sending an email to : [customerservice@fabianahoy.com](mailto:customerservice@fabianahoy.com)

We reserve the right to modify this privacy policy at any time, so please review it frequently.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

Fabianahoy.com shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:  
[http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569) .

## PAYMENT DETAILS

Your credit card and payment details are securely managed by a third party ([DPO SOUTH AFRICA](#)). In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. They act for us as a third-party service providers, such as payment gateways and other payment transaction processors, so they have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. It is your responsibility you read and understand their privacy policies so you get knowledge the manner in which your personal information will be handled by these providers.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

### Links

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

We do not have access to your credit card details. Online payments are processed through a secure payment processing service. Please consult their website for more information about their security.

### *DPO SECURING CARD DATA*

*PayGate will maintain Payment Card Industry (PCI) compliance and as such PayGate is responsible for securely storing, processing and transmitting card data to the PCI compliance standard. If/when the Merchant makes use of any PayGate product which results in the Merchant storing, processing or transmitting card data, then the Merchant shall be responsible for securing this data in accordance with the PCI compliance standard.*

### *DPO SOUTH AFRICA PRIVACY POLICY*

*Your data privacy is of utmost importance to DPO South Africa. Please see our privacy policy below. You can also view our PCI and GDPR policies on the links indicated.*

## 1. INTRODUCTION

1. DPO South Africa operates in the Republic of South Africa. The company is fully compliant with the Protection of Personal Information Act No. 4 of 2013 ("POPIA") and acts as both a responsible party and a operator on behalf of data subjects that DPO South Africa performs processing for. DPO South Africa is committed to compliance with all relevant South African laws in respect of personal data, and the protection of the "rights and freedoms" of individuals whose information DPO South Africa collects and processes in accordance with POPIA.
2. This Data Privacy Policy Notice is intended to provide transparency to data subjects about what happens with their personal data.
3. POPIA applies to the processing of personal data wholly or partly by automated means (i.e. by computer) and to the processing other than by automated means of personal data (i.e. paper records) that form part of a filing system or are intended to form part of a filing system.
4. POPIA will apply to the processing of all personal information for a responsible party where the responsible party is domiciled in the Republic of South Africa or not domiciled in the Republic, but makes use of automated or non-automated means in the Republic, unless those means are used only to forward personal information through the Republic. DPO South Africa qualifies under all these categories. DPO South Africa qualifies in some instances as a responsible party and in some instances as an operator, POPIA therefore applies.

## 2. WHICH PERSONAL DATA ARE COLLECTED AND PROCESSED

1. DPO South Africa endorses and adheres to the POPIA principal of 'minimality' whereby DPO South Africa only collects, processes or stores the minimum amount of data that it requires to provide the requested service.
2. Different data is required at different points of the service provided by DPO South Africa and is not all collected at the same time.
3. Depending on the service provided, this can include any or all the following data:
  1. name;
  2. email address;
  3. contact telephone number;
  4. delivery address;
  5. bank card or account details;
  6. passport or national ID;
  7. username and password for DPO South Africa account access;
  8. Photo.
4. In certain cases DPO South Africa may require additional information for either the service provided or any other legitimate reason. In these instances DPO South Africa will always seek consent from the data subject, together with an explanation of why the additional information is necessary.

## 3. LEGAL BASIS FOR OBTAINING OR REQUESTING PERSONAL INFORMATION

1. DPO South Africa requests personal information in its capacity as a responsible party and obtains personal information from responsible parties for processing purposes in its capacity as an operator.
2. The legal basis for collecting personal information is primarily as follows:
  1. predominantly based on consent received from a data subject and on a legitimate business need to provide the data subject with the service requested;
  2. where DPO South Africa is under legal obligation to collect personal information;
  3. in order to protect the legitimate interests of the data subject;
  4. where processing is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is party;
  5. where processing is necessary for pursuing the legitimate interests of the responsible party or of a third party to whom the information is supplied.

## 4. PURPOSE FOR WHICH WE COLLECT PERSONAL INFORMATION

1. DPO South Africa is a responsible party and operator under POPIA.
2. DPO South Africa uses personal information in a number of different ways, including but not limited to:
  1. providing the services requested by the data subject;
  2. providing the data subject or the responsible party with customer support inquiries;

3. *providing data subjects with information on new products;*
4. *for analyses of information to establish user trends and needs;*
5. *to communicate with the data subject on changes to services, policies, terms and conditions or other important information.*

#### 5. SECURITY & QUALITY OF PERSONAL DATA

1. *DPO South Africa protects and secures all data in line with its PCI-DSS Level 1 compliance.*
2. *DPO South Africa aims at the highest standards of quality data processing, in line with our PCI-DSS Compliance and DPO South Africa will shortly be compliant.*
3. *DPO South Africa records all personal information in line with its data protection impact assessment and data inventory policies. These policies are reviewed and updated at least annually.*
4. *Where personal data is compromised and the breach is likely to result in a high risk to the rights and freedoms of natural persons, DPO South Africa shall communicate the personal data breach to the data subject without undue delay, and as clearly and simply put as possible. Where DPO South Africa has reasonable doubts concerning the identity of the natural person making a request, DPO South Africa may request the provision of additional information necessary to confirm the identity of the data subject.*

#### 6. DATA SUBJECT RIGHTS

1. *In accordance with POPIA, data subjects are provided with the following rights by DPO South Africa:*
1. *Right to be notified that personal information about him, her or it is being collected or his, her or its personal information has been accessed or acquired by an unauthorised person;*
2. *Right to request access to his, her or its personal information and to establish whether a responsible party holds personal information of that data subject;*
3. *Right to request the correction, destruction or deletion of his, her or its personal information;*
4. *Right to object, on reasonable grounds relating to his, her or its particular situation to the processing of his, her or its personal information; as well as to object at any time to the processing of personal information for purposes of direct marketing;*
5. *Right not to be subject to a decision based solely on the basis of the automated **processing** of his, her or its personal information intended to provide a profile of such person;*
6. *Right to submit a complaint to the Regulator regarding the alleged interference with the protection of the personal information of any data subject or to submit a complaint to the Regulator in respect of a determination of an adjudicator; and*
7. *Right to institute civil proceedings regarding the alleged interference with the protection of his, her or its personal information.*

#### 7. RETENTION OF PERSONAL AND OTHER DATA

1. *DPO South Africa retains personal and processing data in line with PCI-DSS standards.*
2. *All data that is required to be retained for compliance, legal, archiving, client support or ongoing processing is retained for only as long as is absolutely required and in line with DPO South Africa's PCI-DSS compliance, where after it is erased and disposed of.*

#### 8. CONSENT

1. *By the Data Subject providing consent, and being advised about this privacy policy, he is giving DPO South Africa permission to process personal data specifically for the purpose of the requested service.*
2. *Consent is required by DPO South Africa to proceed with the requested service and will be explicitly requested and given.*

#### 9. GENERAL INFORMATION

1. *DPO South Africa has appointed a board approved Data Protection Officer (who acts in the same capacity as an Information Officer under POPIA) to ensure the enforcement and compliance with POPIA. Any requests, complaints or communications by staff, third parties, service providers, data subject, controllers, processors or the data security authority should be directed to the following email, namely [dataprotectionofficer@directpay.online](mailto:dataprotectionofficer@directpay.online).*
2. *DPO South Africa as a responsible party and operator, its staff, third parties and service providers are all subject to the Data Protection Policy and this Data Privacy Policy, under the control of the Data Protection Officer.*

3. *DPO South Africa will never sell, share or obtain personal information for any purpose whatsoever, unless it receives the data subject's consent, and that the recipient is POPIA compliant and has the appropriate security facilities in place.*

#### 10. COMPLAINTS PROCEDURE

##### 1. Scope

1. *This procedure addresses complaints from data subject(s) related to the processing of their personal data, DPO South Africa's handling of requests from data subjects, and appeals from data subjects on how complaints have been handled.*

##### 2. Responsibilities

1. *All Employees/Staff are responsible for ensuring any complaints made in relation to the scope of this procedure are reported to the Data Protection Officer.*

2. *Data Protection Officer is responsible for dealing with all complaints in line with this procedure.*

##### 3. Procedure

1. *DPO South Africa has the contact details of its Data Protection Officer published on its website, clearly under the 'Contact us' section.*

2. *DPO South Africa has clear guidelines on this page and that enables the data subject to lodge a complaint.*

3. *DPO South Africa clearly provides data subject(s) with the DPO South Africa POPIA Data Privacy Policy by publishing it on its website.*

4. *Data subjects are able to complain to DPO South Africa about:*

1. *how their personal data has been processed;*
2. *how their request for access to data has been handled;*
3. *how their complaint has been handled; and*
4. *appeal against any decision made following a complaint.*

5. *Data subject(s) lodging a complaint with the DPO South Africa's Data Protection Officer are able to do so by contact form published on the company website, and/or via email direct to the Data Protection Officer as published on the company website.*

1. *Complaints received via the website contact form are directed to the Data Protection Officer for resolution.*

2. *Complaints are to be resolved within one month.*

3. *Appeals on the handling of complaints are to be resolved within one month.*

6. *If DPO South Africa fails to act on a data subject's access request within one month, or refuses the request, it sets out in clear and plain language the reasons it took no action/refusal. DPO South Africa will also inform the data subject(s) of their right to complain directly to the supervisory authority. In doing so, DPO South Africa provides the data subject(s) with the contact details of the supervisory authority and informs them of their right to seek judicial remedy.*

#### DISCLAIMER

The materials on FABIANA HOY's web site are provided "as is". FABIANA HOY makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, FABIANA HOY does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

#### LIMITATIONS

In no event shall FABIANA HOY or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on MY COMPANY's Internet site, even if FABIANA HOY or a FABIANA HOY authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## RISK OF LOSS

All items purchased from FABIANA HOY are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## APPLICABLE LAW

By visiting FABIANA HOY, you agree that the laws of the state of DEFINE\_STATE, DEFINE\_COUNTRY, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and FABIANA HOY or its associates.

## DISPUTES

Any dispute relating in any way to your visit to FABIANA HOY or to products you purchase through FABIANA HOY shall be submitted to confidential arbitration in South Africa, except that, to the extent you have in any manner violated or threatened to violate FABIANA HOY's intellectual property rights, FABIANA HOY may seek injunctive or other appropriate relief in any state or federal court in the state of South Africa, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to FABIANA HOY. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Note:**

#### 1. Customer Privacy policy

Fabianahoy.com shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal

information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

[http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569) .

#### 2. Payment options accepted

Payment may be made via Visa and MasterCard.

#### 3. Card acquiring and security

Card transactions will be acquired for Fabianahoy.com via PayGate (Pty) Ltd who are the approved payment gateway for all South African

Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the

website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

4. Customer details separate from card details

Customer details will be stored by Fabianahoy.com separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

5. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

6. Responsibility

Fabianahoy.com takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

7. Country of domicile

This website is governed by the laws of South Africa and Fabianahoy.com chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

8. Variation

Fabianahoy.com may, in its sole discretion, change this agreement or any part thereof at any time without notice.

9. Company information

This website is run by Fabiana Hoy (sole trader) based in South Africa trading as Fabianahoy.com

QUESTIONS:

For questions regarding our Conditions of Usage, Privacy Policy, or other policy related material you can email us at: [customerservice@fabianahoy.com](mailto:customerservice@fabianahoy.com)