#### @ Greens Wellness

The following terms and condition, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of Greensafrica.com, including any content, functionality and services offered on or through Greensafrica.com (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using Website or clicking to accept or agree to Terms of Use when this option is available to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you don't not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **Changes To The Term of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following posting of revised Terms and Use means that you are accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Privacy your use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to Privacy Policy is hereby incorporated into these Terms of Use.

#### Disclaimer

Your use of the Website is also subject to the Company's Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to Disclaimer is hereby incorporated into these Terms of Use.

# **Accessing The Website and Account Security**

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason or any part of the Website is unavailable at any time to time, we may restrict access to some parts of the Website, or the entire Website, to use users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all the information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Private Policy, and you consent to all actions we take with respect to your information consistent with Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

No Unlawful or Prohibited Use and Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with the Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereof.

You will not modify, publish, transmit, reverse engineer, participate n the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

The company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any propriety rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. We do not grant you any license, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

The company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

# For Educational and Informational Purposes Only

As set forth more fully in the disclaimer, that information contained on this Website and the resources available for download through this Website are for educational purpose only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

### **Accuracy and Personal Responsibility**

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide a valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with any situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

#### No Guarantees To Results

As set forth more fully in Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others — whether clients of the Company or otherwise — applying the principles set out in this Website are not guarantee that you or any other person or entity will be able to obtain similar results.

# **Email and Other Electronic Communications**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be please to communicate with you by e-mail, and there are various places on the Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communication remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communication as a result of a court order.

#### **Use of Communication Services**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with the group (collectively, "Communicate Services"), you agree to the use of communication services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files, that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files containing viruses, corrupted files, or any other similar software or programs that may damage the operation of other's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such communication Service specifically allows such message; conductor forward surveys, contests, pyramid schemes or chain letters; download any file posted by another use of Communication Service that you know, or reasonable should know, cannot be legally distributed in such manner; falsify or delete any author attribution, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is upload, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review material posted to a Communication Service and to remove nay materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized by the Company spokespersons, and their views do not necessarily reflect those of the company.

Material uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### **Material Provided To The Website**

The Company does not claim ownership to the materials you provide to the Website (including feedback and suggestions) or post or upload, input or submit to any Website or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of the internet business including, without limitation, the righto: copy, distribute, transmit, publicly display, publicly, perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### Links To Third Party Services

The Website may contain links to other Websites ("Linked Websites"). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operations.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third-party with whom the Company has contractual relationship to provide the requested product, service or functionality on behalf of the Website's users and customers.

## Use of Template and Forms

The Company provides various templates and/or forms for download and or/sale on this Website. The Company grants you limited, personal, non-exclusive, non-transferable license to use our templates and/or forms for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create, derivative works of, reverse engineer, alter, enhance or in any way exploit any of the templates and/or forms in any manner, except for modifications in filling out the templates and/or forms for your authorized use.

By ordering or downloading Forms, you agree that Forms you purchase or download may only be used by you for your personal of business use and may not be sold or redistributed without the express written consent of the Company.

## **Use of Paid Programs, and Associated Material**

The Company from time to time provides various courses, programs, and associated material for sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs and associated material collectively the "Courses") for your own personal or internal business use. Except as to otherwise provided, you acknowledge and agree that you have no right to modify, edit, derivate works of, reverse engineer, alter, enhance or in any way exploit any of the Courses and Programs, in any manner.

By ordering or participating in Courses or Programs, you agree that the Courses or Program you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses or Program, you further agree that you shall not create any derivative work based upon the Course or Program and you shall not offer any competing products or services based upon any information contained in the Courses.

## **Use of Free Downloadable Content**

The Company provides various resources on this Website, which users may access by providing an email address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the "Freemium Content") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create, derivative, works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

### Guests

The Company may, from time to time provide information from a third party in the form of a podcast guest interview, interview on other platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

# **Cancellation/Refund Policies**

We want you to be satisfied with your purchase but we also want you to give your best effort to all the strategies in the program(s). You must also demonstrate that you have attempted to implement the program without success. To meet the requirement, you must submit the work outlines in the terms and conditions for the program you are requesting a cancellation fee for or if you request to start your program later this should be expressed in writing on email and your program will be rescheduled you shall be provided with a new date for the next course or program. We cannot

refund you if your date of the initial registration exceeds a period of six months. You will forfeit the cancellation fee when your start date rolls over on the seven moth. After six months we do not refund you the amount paid towards the course or program.

Partial refund within 7 day of purchase.

Partial refund within two weeks of purchase, cancellation fee if canceling subscription within the first 6 months. Thereafter six months, there's absolutely no refunds.

Upon determining that you are entitled to a cancellation/refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through the terms and conditions, that shall immediately terminate any and all licenses granted you to use the material provided to you under these Terms of Use or any other agreement. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation; video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

#### **No Warranties**

The Company makes no warranties regarding the performance or operation of this Website. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or service included on or through this Website. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

# **Limitation of Liability**

You agree to absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the information contained on this Website and/or the resources you may download from this website. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of this website.

The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the website at any time.

The Company and/or its suppliers make no representation about the suitability, reliability, availability, timelines, and accuracy of the information, software, products, services and related graphics contained on the Website for any purpose. To the maximum event permitted by applicable law, all such information, software, products, services and related graphics are provided "as of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non – infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website, with the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some regional /jurisdictions do not allow the exclusion or limitation of the liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the website.

#### **Arbitration**

You here by expressly waive any and all claims you may have, now or in future, arising out of or relating to this Website, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in SA. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to your assets against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **International Users**

The service is controlled, operated and administered by the Company from offices within South Africa. If you access the Service from a location outside South Africa, you are responsible for compliance with all local laws. You agree that you will not use the Company content accessed through the Website in any country or in any manner prohibited by an y applicable laws, restrictions or regulations.

# Indemnification

You agree to indemnity, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or services, any user the Website or services, any user posting made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully corporate with the Company in asserting any available defense.

#### Termination and access restriction

The company reserves the right, in its sole discretion, to terminate your access to the Website and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effects to all provisions of these Terms, including, without limitation, this section.

### No Joint Venture or Other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, unenforceable provision and the remainder of the agreement shall continue in effect.

## **Entire Agreement**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respected to the Website and it supersedes all prior or contemptuousness communications and proposals whether electronic, oral or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes To Terms**

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

@ Greens Wellness

info@greensafrica.com