

COOKIE POLICY.

INTRODUCTION.

Marlise Optometrist (“we” or “us” or “our”) may use cookies, web beacons, tracking pixels, and other tracking technologies when you visit our website [marliseoptometrists.com], including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the “Site”) to help customize the Site and improve your experience.

We reserve the right to make changes to this Cookie Policy at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of this Cookie Policy. Any changes or modifications will be effective immediately upon posting the updated Cookie Policy on the Site, and you waive the right to receive specific notice of each such change or modification. You are encouraged to periodically review this Cookie Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Cookie Policy by your continued use of the Site after the date such revised Cookie Policy is posted.

USE OF COOKIES.

A “cookie” is a string of information which assigns you a unique identifier that we store on your computer. Your browser then provides that unique identifier to use each time you submit a query to the Site. We use cookies on the Site to, among other things, keep track of services you have used, record registration information, record your user preferences, keep you logged into the Site, facilitate purchase procedures, and track the pages you visit. Cookies help us understand how the Site is being used and improve your user experience.

TYPES OF COOKIES.

ADVERTISING COOKIES: Advertising cookies are placed on your computer by advertisers and ad servers to display advertisements that are most likely to be of interest to you. These cookies allow advertisers and ad servers to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom. These cookies are linked to a computer and do not gather any personal information about you.

ANALYTICS COOKIES: Analytics cookies monitor how users reached the Site, and how they interact with and move around once on the Site. These cookies let us know what features on the Site are working the best and what features on the Site can be improved.

OUR COOKIES: Our cookies are “first-party cookies” and can be either permanent or temporary. These are necessary cookies, without which the Site won’t work properly or be able to provide certain features and functionalities. Some of these may be manually disabled in your browser but may affect the functionality of the Site.

PERSONALISATION COOKIES: Personalisation cookies are used to recognize repeat visitors to the Site. We use these cookies to record your browsing history, the pages you have visited, and your settings and preferences each time you visit the Site.

SECURITY COOKIES: Security cookies help identify and prevent security risks. We use these cookies to authenticate users and protect user data from unauthorized parties.

SITE MANAGEMENT COOKIES: Site management cookies are used to maintain your identity or session on the Site so that you are not logged off unexpectedly, and any information you enter is retained from page to page. These cookies cannot be turned off individually, but you can disable all cookies in your browser.

THIRD-PART COOKIES: Third-party cookies may be place on your computer when you visit the Site by companies that run certain services we offer. These cookies allow the third parties to gather and track certain information about you. These cookies can be manually disabled in your browser.

CONTROL OF COOKIES: Most browsers are set to accept cookies by default. However, you can remove or reject cookies in your browser’s settings. Please be aware that such action could affect the availability and functionality of the Site.

For more information on how to control cookies, check your browser or device’s settings for how you can control or reject cookies, or visit the following links:

[Apple Safari](#)

[Google Chrome](#)

[Microsoft Edge](#)

[Microsoft Internet Explorer](#)

[Mozilla Firefox](#)

[Opera](#)

Android (Chrome)

Blackberry

iPhone or iPad (Chrome)

iPhone or iPad (Safari)

In addition, you may opt-out of some third-party cookies through the [Network Advertising Initiative's Opt-Out Tool](#).

OTHER TRACKING TECHNOLOGIES: In addition to cookies, we may use web beacons, pixel tags, and other tracking technologies on the Site to help customize the Site and improve your experience. A “web beacon” or “pixel tag” is tiny object or image embedded in a web page or email. They are used to track the number of users who have visited particular pages and viewed emails and acquire other statistical data. They collect only a limited set of data, such as a cookie number, time and date of page or email view, and a description of the page or email on which they reside. Web beacons and pixel tags cannot be declined. However, you can limit their use by controlling the cookies that interact with them.

PRIVACY POLICY: For more information about how we use information collected by cookies and other tracking technologies, please refer to our Privacy Policy posted on the Site. This Cookie Policy is part of and is incorporated into our Privacy Policy. By using the Site, you agree to be bound by this Cookie Policy and our Privacy Policy.

CONTACT US: If you have questions or comments about this Cookie Policy, please contact us at: Marlise Optometrist, 59 4th Avenue, Linden, 2195 (011) 782-1611. info@msoptometrists.co.za

WEBSITE PRIVACY POLICY.

DEFINITIONS:

1. **Anonymous Information** – information that does not directly or indirectly identify and cannot reasonably be used to identify an individual user.
2. **Application** – a program or service operated by us (or on our behalf) that may be displayed on various online, mobile, or other platforms and environments, including those operated by third parties, which permits us to interact directly with our users.
3. **Children** – refers to individuals under 18 years of age.
4. **Responsible Party** – is the subsidiary or affiliated entity of Marlise Optometrists that is responsible for the personal information collected.

5. **Operator-** is a person or entity that processes personal information on behalf of a Responsible Party (or data controllers) and is permitted to perform data processing only as directed by the data controller(s).
6. **IP Address** – is associated with the access point through which you enter the Internet and is typically controlled by your Internet Service Provider (ISP) or your company. We may use IP addresses to collect information regarding the frequency with which users visit various parts of our sites and applications, and we may combine IP addresses with personal information.
7. **Parents** – means a parent or legal guardian.
8. **Personal Information** – means information that identifies (whether directly or indirectly) a particular individual, such as the individual’s name, postal address, email address, and telephone number. When anonymous information is directly or indirectly associated with personal information, the resulting information is also treated as personal information.
9. **Public Forums** – Our sites and applications may offer message boards, conversation pages, blogs, chat rooms, social community environments, and other forums that do not have a restricted audience. If you provide personal information when you use any of these platforms, that personal information may be publicly posted and otherwise disclosed without limitation as to its use by us or by a third party.

INTRODUCTION: *Marlise Optometrists* is committed to safeguarding the privacy of our website visitors and service users. This policy applies where we are acting as a Responsible Party with respect to your personal data. We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website and/or services, we will ask you to consent to our use of cookies when you first visit our website. In this policy, “we”; “us” and “our” refer to Marlise Optometrists.

SCOPE OF THIS POLICY: This privacy policy describes the treatment of information provided or collected on the sites and applications where this privacy policy is posted whether on our digital properties or on applications, we make available on third-party sites or platforms. We follow this **Privacy Policy** in accordance with applicable law in the places where we operate. In some cases, we may provide additional data privacy notices specific to certain products, practices, or regions. **Those terms are to be read in conjunction with this policy.** Please keep in mind that when you provide information to us on a third-party site or platform (for example, via our applications), the information you provide may be separately collected by the third-party. The information we collect is covered by this **Privacy Policy**, and the information the third-party site or platform collects is subject to the third-party site or platform’s privacy practices. Privacy choices you have made on the third-party site or platform will not apply to our use of the information we have collected directly through our applications. **Please also keep in mind that our sites and applications may contain links to other sites not owned or controlled by us and we are not responsible for the privacy practices of those sites.** We encourage you to be

aware when you leave our sites or applications and to read the **privacy policies** of other sites that may collect your personal information.

TYPES OF INFORMATION WE COLLECT:

We collect two basic types of information – **personal information and anonymous information** – and we may use personal and anonymous information to create a third type of information, **aggregate information**.

For example, we collect: **registration information** – information you provide us with when you create an account, enter a promotion, or link your profile to a third-party site or platform with your registration accounts, such as your first name and surname, country of residence, gender, date of birth, email address, username, and password; **transaction information** – information you provide us with when you request more information, contact, or purchase a product or service from us, such as your postal address, telephone number, order and payment information; information you provide in **public forums** on our sites and applications, such as your public posts; information sent either be one-to-one or within a limited group using our **message, chat, post, or similar functionalities**, where we are permitted by the applicable law to collect this information; **location information** – information provided by a mobile device or other device interacting with one of our sites or applications (including through beacon technologies), or associated with your IP address, **where we are permitted by law to process this information**; **activity information** about your use, and the use by any person(s) you authorise through your account, of our sites and applications, such as the content you view or post, how often you use our services, and your preferences; and **use, view** device data when you visit our sites, use our applications on third-party sites or platforms, or open emails we send, including your browser or unique device identifier, and IP addresses.

HOW WE COLLECT YOUR INFORMATION:

We collect information you provide to us when you request or purchase products, services, or information us, register with us (including when you link your profile on a third-party site or platform with your registration account), participate in public forums or other activities on our sites and applications, respond to guest surveys, or otherwise interact with us using one or more devices. We collect information through a variety of technologies, such as cookies, analytics tools, Flash, pixels, and Web beacons. **You consent to us acquiring information from other trusted sources to update or supplement the information you provided, or we collected automatically, such as when we validate postal address information.** Applicable laws may require that you authorise the third party to share your information with us before we can acquire it.

USE OF YOUR INFORMATION BY MARLISE OPTOMETRISTS:

We may process data about your use of our website and services (**usage data**). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency, and pattern of your service use. This usage data may be processed for the purposes of analysing the use of the website and services.

We may process **account data**, which may include your name and email address. The source of the account data is you or your employer. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases, and communicating with you.

We may process your information included in your personal profile on our website (**profile data**). The profile data may include your name, address, telephone number, email address, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details, and employment details. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services.

We may process your personal data that is provided in the course of the use of our services (**service data**). The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases, and communicating with you.

We may process information contained in any enquiry you submit to us regarding goods and/or services (**enquiry data**). The enquiry data may be processed for the purposes of offering, marketing, and selling relevant goods and/or services to you.

We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website (**transaction data**). The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions.

We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (**notification data**). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters.

We may process information contained in or relating to any communication that you send to us (**correspondence data**).

PLEASE DO NOT SUPPLY ANY ADDITIONAL OR IRRELEVANT PERSONAL DATA TO US, UNLESS WE PROMPT YOU TO DO SO.

SHARING YOUR INFORMATION WITH OTHER ENTITIES:

We will not share your personal information with a third party outside the *Marlise Optometrists* except in limited circumstances, including:

When you allow/consent to us sharing your personal information with another company, such as:

- Electing to share your personal information with carefully selected companies so that they can send you offers and promotions about their products and services; and
 - Directing us to share your personal information with third-party sites or platforms, such as social networking sites. **Please note that once we share your personal information with another company, the information received by the other company is controlled by that company and becomes subject to the other company's privacy practices.**
 - When companies perform services on our behalf, like package delivery, marketing and advertising, and customer service; however, these companies are prohibited from using your **personal information for purposes other than those requested by us or required by law**; and
 - When we share your personal information with third parties in connection with the sale of a business, to enforce our **Terms and Conditions**, to ensure the safety and security of our guests and third parties, to protect our rights and property and the rights and property of our guests and third parties, to comply with legal process, or in other cases if we believe in good faith that disclosure is required by law.

CHILDREN'S PRIVACY: For information about our practices regarding children's personal information, please read our **Children's Privacy Policy**.

DATA SECURITY, INTEGRITY & RETENTION:

The security, integrity, and confidentiality of your information are extremely important to us. We have implemented technical, administrative, and physical security measures that are designed to protect user information from unauthorised access, disclosure, use, and modification. We regularly review our security procedures to consider appropriate new technology and methods. Please be aware that, despite our best efforts, no security measures are perfect or impenetrable.

You consent to us retaining all your personal information for a period of Six years after: termination of your membership; your last electronic or telephonic communication with us; your last electronic or telephonic transaction with us.

YOUR RIGHTS: In this section, we summarise the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

Your principal rights under the data protection law are:

- (a) **the right to access;**
- (b) **the right to object to processing** – you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, Marlise Optometrists may continue to store your personal data. However Marlise Optometrists will only otherwise process it: with your consent; for the establishment, exercise, or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.
- (c) **the right to complain to the Regulator;**
- (e) **the right to withdraw consent;**
- (f) **you have the right to have any inaccurate personal data about you rectified;**
- (g) **you have the right to restrict the processing of your personal data when: you contest the accuracy of the personal data or processing is unlawful;**
- (h) **You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for:** the performance of a task carried out in the public interest or in the exercise of any official authority vested in us, or the purposes of the legitimate interests pursued by us or by a third part. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise, or defence of legal claims.

If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with the *Marlise Optometrist's* Information Officer who is responsible for data protection. To the extent that the legal basis for our processing of your personal information is

consent, **you have the right to withdraw your consent at any time. *Withdrawal will not affect the lawfulness of processing before the withdrawal.***

CHANGES TO THIS PRIVACY POLICY: From time to time, we may change this privacy policy to accommodate new technologies, industry practices, regulatory requirements or for other purposes. **It is your obligation to check on a regular basis whether the policy has changed.**

OUR DETAILS: This website is owned and operated by Marlise Optometrists. We are registered under the HPCSA (registration No. OP 0045403). Our principal place of business is at 59 4th Avenue, Linden Place, Linden, 2195; using our website contact form; by telephone, on the contact number published on our website from time to time, or by email, using the email address published on our website from time to time.

INFORMATION OFFICER DETAILS: Name: Marlise Basson. Telephone Number: (011) 782-2613. Email:info@msoptometrists.co.za.

POLICY LAST UPDATED: 30.06.2021.

WEBSITE DISCLAIMER

- 1. Introduction** This disclaimer governs the use of this website. By using this website, you accept this disclaimer in full.
- 2. Advice:** The information found on this, and other related sites are **not** legal, financial, or medical advice and should not be viewed or used as such. You must therefore **not rely** on the information on this website as an alternative to legal, financial, or medical advice from an appropriately qualified professional.
- 3. Representations or Warranties:** To the maximum extent permitted by applicable law and subject to section 5 below, we exclude all representations, warranties, undertakings and guarantees relating to the website. Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee: that the information on this website is correct, accurate, complete, and not misleading; that the use of guidance on this website will lead to any particular outcome or result.
- 4. Limitations and Exclusions of Liability:** The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer are subject to section 5 below; and govern all liabilities arising under the disclaimer or in relation to the website, including liabilities arising in contract, delict (including negligence) and for breach of statutory duty.

We will not be liable to you: in respect of any losses arising out of any events beyond our reasonable control; in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill; in respect of any loss or corruption of any data, database, or software; in respect of any special, indirect, or consequential loss or damage.

5. Exceptions: Nothing in this disclaimer shall:

- limit or exclude our liability for death or personal injury resulting from negligence;
- limit or exclude our liability for fraud or fraudulent misrepresentation;
- limit any of our liabilities in any way that is not permitted under applicable law;
- exclude any of our liabilities that may not be excluded under applicable law.

6. Severability: If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect. If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

7. Law and Jurisdiction: This disclaimer will be governed by and construed in accordance with South African law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of South Africa.

8. Our Details: In this disclaimer, “we” means (and “us” and “our” refer to Marlise Optometrists, Practice No. 0548723 a practice registered in South Africa under the HCPSA registration number OP0045403.

WEBSITE TERMS AND CONDITIONS OF USE

1. **INTRODUCTION:** These terms and conditions shall govern the use of our website. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part thereof, **you must not use our website.** If you are under 18, you will need to get your parent(s)/guardian(s) permission before contacting and interacting with us on this website. Please refer to our Children’s Privacy Policy for more information.
2. **COOKIES** Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookie requirements as set out below. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by

the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies may be either “persistent” cookies or “session” cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

- **We use cookies for the following purposes:**
 - **authentication** – we use cookies to identify you when you visit our website and as you navigate our website.
 - **status** – we use cookies to help us to determine if you are logged into our website.
 - **shopping cart** – we use cookies to maintain the state of your shopping cart as you navigate our website.
 - **personalisation** – we use cookies to store information about your preferences and to personalise our website for you;
 - **security** – we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally;
 - **analysis** – we use cookies to help us to analyse the use and performance of our website and services.
- **MANAGING COOKIES:** Most browsers allow you to refuse to accept cookies and to delete them. The methods for doing so vary from browser to browser, and from version to version. You should be able to manage your cookies such as blocking and deleting cookies via these links: CHROME – <chrome://settings/content/cookies>; FIREFOX – [about:preferences#privacy](#); OPERA – Settings > Advanced > Privacy & Security > Site Settings > Cookies. Blocking all cookies will have a negative impact on the usability of our websites. If you block cookies, you will only be able to use limited features on our website.

- **COPYRIGHT NOTICE**

- Copyright © Marlise Optometrists. Subject to the express provisions of this notice, we, together with our licensors, own and control all the copyright and other intellectual property rights on our website and the material on our website. All the copyright and other intellectual property rights on our website and the material on our website are reserved.
- **Copyright Licence**
 - **You may:**

- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- stream audio and video files from our website;
- Other than as specifically allowed by the other terms in this notice, you may not download or print any material from our website.
- You may only use our website for your own personal purposes, and you must not use our website for any other purposes such as commercial benefit.
- Except as expressly permitted by this notice, you may not edit or otherwise modify any material on our website.

- **Intellectual Property and Restrictions on Use**

This website contains information which is owned by and licensed to including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion, and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication, or any other use other than in accordance with the next paragraph is strictly prohibited.

You are granted a non-exclusive, non-transferable, revocable license to access and use this website strictly in accordance with these Terms; to use this website solely for personal, non-commercial purposes; to download or print out information from the website solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

- **Links**

You may not create a link to a malicious or undesirable website from this website.

- **LICENCE TO USE WEBSITE**

- Unless you own or control the relevant rights in the material, **you may not:**
 - republish material from our website (including republication on another website);
 - sell, rent or sub-license material from our website;
 - exploit material from our website for a commercial purpose;
 - redistribute material from our website.
- We reserve the right to limit access to parts of our website, or even the website in its entirety, at our discretion. You may not

circumvent or attempt to circumvent any access control mechanisms on our website.

- **UNACCEPTABLE USE**

- You **may not**:
 - use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, or accessibility of the website;
 - use our website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - use our website to copy, host, transmit, publish, or distribute any material which consists of (or is linked to) any malicious computer software;
 - access or scrape our website with any robot, spider, or other automatic methods, except for the purpose of indexing search engines;
 - use data gathered by our website for any direct marketing activities (including without restriction direct mail, email, telephone, or SMS marketing.)
- You must ensure that all information you give us through our website, or in relation to our website, is true, accurate, updated, complete and non-misleading.

- **LIMITED WARRANTIES**

- We do not warrant or represent:
 - the completeness or accuracy of the information or advice published on our website;
 - that the material on the website is up to date; or
 - that the website or any service on the website will remain available.
- We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time at our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

- **LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- Nothing in these terms and conditions will:
 - limit or exclude any liability for death or personal injury resulting from negligence;

- limit or exclude any liability for fraud or fraudulent misrepresentation;
 - limit any liabilities in any way that is not permitted under applicable law; or
 - exclude any liabilities that may not be excluded under applicable law.
- To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- We will not be liable to you in respect of any loss or corruption of any data, database, or software.
- We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- We will not be liable to you in respect of any special, indirect, or consequential loss or damage.
- You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity;
- You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.
- **BREACHES OF THESE TERMS AND CONDITIONS**
 - Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - send one or more formal warnings to you;
 - temporarily suspend your access to our website;
 - permanently prohibit you from accessing our website;
 - block computers using your IP address from accessing our website;
 - contact any or all of your internet service providers and request that they block your access to our website;
 - commence legal action against you.
 - Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation, creating and/or using a different account).
- **VARIATION**
 - We may revise these terms and conditions from time to time.
 - The revised terms and conditions will be applicable for the use of our website from the date of publication on this website.

- You hereby relinquish any right you may have had, to be informed of any changes having been made to these terms and conditions.
- If you do not agree to the revised terms and conditions, you must stop using our website.
- **ASSIGNMENT**
 - You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
 - You may not without our prior written consent assign, transfer, sub-contract or otherwise, deal with any of your rights and/or obligations under these terms and conditions.
- **SEVERABILITY**
 - If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
 - If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- **THIRD-PARTY RIGHTS**
 - A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
 - The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

JURISDICTION These terms and conditions shall be governed by and construed in accordance with South African law. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

STATUTORY AND REGULATORY DETAILS. We are registered with the HPCSA; You can find the online version of the register at https://hpcsaonline.custhelp.com/app/i_reg_form, and our registration number is OP0045403. We are subject to HPCSA. We are registered as Marlise Optometrists. We underwrite [code of conduct], which can be electronically consulted at [URL (s)]. Our VAT-number is 4840267167.

OUR DETAILS: This website is owned and operated by Marlise Optometrists. We are registered in South Africa as a sole proprietor, and our registered office is at 59 4th Avenue, Linden Place, Linden, 2195. Our principal place of business is at 59 4th Avenue, Linden Place, Linden, 2195.