

# Cuvai Terms and Conditions

These Terms and Conditions only apply to Cuvai South Africa, Wyb and Click n Drop (PTY) Ltd. Usage of website, online store and all other services provided within the site. When you use our services you agree to the following terms and conditions.

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## **Our Company and Brands**

Click n Drop is a **Registered South African Company**.

**Wyb and Cuvai** is a **Registered Trademark** and is operated under the parent **Company** of **Click n Drop**.

All Order Enquiries can be sent via email to:

[cuvai@clickndrop.co.za](mailto:cuvai@clickndrop.co.za)

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## **Our Privacy Policy**

### **Information Collected**

Cuvai South Africa may collect two types of information about users: "Personal Information" (such as name, email address, mailing address, physical address, phone number, birthday, credit card number and the items you purchase) this allows us to process orders, offer specials and courier orders and "Website Information" (such as information about how many users use our website on daily basis or usage of our website) this is to help us to better understanding of how users use our website to make it more easier or effient in design of use or improve our products and services.

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## **Orders Processing and Delivery**

### **Processing Your Order via Payment Gateway**

Protecting your order information is a priority for us. We use Secure Sockets Layer (SSL) technology to protect the security of your online order information, including well known payment gateways to accomplish your orders. We may use 1 of 3 payment gateways which include but are not limited to PayFast/Paystack/Yoco. Using PCI Compliant.

## **Processing Your Order Online**

We use your information provided to process your order and to deliver your order with a courier service to you. We use this relevant information to process your online order. We don't store any card details online.

## **Orders Delivery Time**

Orders take 1 - 2 days to process. Thereafter when couriered it takes between 1 - 3 days to reach you. This is only applicable to South Africa Deliveries.

## **Orders Couriered**

Courier may deliver your parcel via the door or curbside of your delivery location. Should there be no one at home, they may attempt to deliver again. Otherwise it will go back to a depot where you may pick up your parcel. Courier delivery fee is applicable for deliveries in South Africa. Outlying areas in South Africa delivery times may take additional 2 days. The R160 payment for courier is subject to change and is usually applicable to parcel weight and combination of Volumetric Mass of 20kg - 25kg.

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## **Order Returns**

### **What is your return policy?**

Due to the perishable nature of our products and for the safety of our staff and customers, we are unable to accept returns on online orders or in-store purchases. All transactions are final sale and non-refundable.

## **Incorrect Order**

Orders are packed according to your order list, and checked before leaving to our couriers. Should an order be incorrect on delivery, please email us a picture of the products your order, order number and your name to [cuvai@clickndrop.co.za](mailto:cuvai@clickndrop.co.za) . If it's on our end, we will investigate from there. We will courier it to you via door delivery or pickup point location.

## **Damaged Order**

Orders damaged via courier transit. Please take a photo of the parcel and refuse to accept the packaging and we will investigate accordingly. Should you receive the packaging and the content of the candy/sweet/product be damaged or spoiled please inform us at [cuvai@clickndrop.co.za](mailto:cuvai@clickndrop.co.za).

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## **Order Refunds**

### **On Orders Processed via Payment Gateway:**

If your order is not processed and packaged by our team. There is a 4% + R2 on your order total if you paid via Payment Gateway which will be deducted from your payment, this fee is not applicable if you paid via EFT Payment. If your order has already been packaged there is a R15 packaging fee that will be deducted from your refund total.

### **On Orders Processed via EFT Payment:**

If your order is not processed and packaged by our team. We will issue a full refund. If your order has already been packaged there is a R15 packaging fee that will be deducted from your refund total.

### **On Orders Processed with Courier**

If an order has been sent via our couriers already we won't be able to process the refund however should we be able to cancel your delivery with the couriers on time, the courier fee won't be refundable. The order will come back to us and your order will be refunded depending on the following payment method you used.

### **On Orders Already Processed**

If the order has been couriered already and not be able to be canceled or returned to us and is scheduled for delivery or already on route. You will have to receive it and then return back to us at your own expense insured and packed well (if not opened) to us to process your order will be refunded depending on the following payment method you used. If the box has been opened we will not be able to process a refund.

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## **Frequently Asked Questions**

### **How will I know when my order ships?**

We'll send you an email when your order has been processed and has a tracking/waybill number.

### **Do you offer candy for specific dietary restrictions?**

Yes we do. Please feel free to email us at [cuvai@clickndrop.co.za](mailto:cuvai@clickndrop.co.za)

We offer candies that can be with the following attributes: dairy-free, gluten-free, sugar-free, vegan, vegetarian, halaal, and more.

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## **Usage of Cookies**

These are not the same edible cookies. These are website cookies: Most Internet browsers automatically accept cookies. You can instruct your browser to stop accepting cookies or to prompt you before accepting a cookie from any website you visit. If you do this, it's possible that the Website might not work as well.

We may place a cookie on your device to remember your preferences so that you do not need to re-enter your details (country/age etc) on our gateway page every time you want to access the Website. We may also use session cookies, which are temporary cookies that aid your navigation through the pages on the Website, and will remember preferences you have selected during the session.

## **Usage of Cookies**

The Website uses cookies to enhance and improve user experience. A cookie is a small data file that is transferred to your device and enables us to personalize your experience on the Website and gives us insight into user behavior.

## **Important Cookies**

These cookies are essential in order to enable you to navigate the Websites and use the Websites' features, such as accessing secure areas of the Website. Without these cookies, certain services you have asked for cannot be provided.

## **Functionality Cookies**

These cookies allow the Website to remember choices you make (such as your preferred region) and provide more personal features. These cookies are used to better understand how you interact with our Website and can also be used to monitor and analyze the performance, operation and effectiveness of the Website, so that we can customize and improve it.

## **Targeting and Performance Cookies**

These cookies collect information about how you use the Website, for instance which pages of the Website you most often use. These cookies record your visit to our Website, the pages you have visited and the links you have followed.

We will use this information to enhance user experience and load out time. Users can opt-out of cookies by utilizing the settings provided in their browsers. We may also share this information with third parties for this purpose.

### **Third Party Cookies**

Trusted partners like Google Analytics help us improve Click n Drop. Please read our partners' privacy and cookies policies (linked below) to ensure that you're comfortable with how they use cookies.

**Google Analytics** (May this link have expired, you can view there website to find the terms and conditions they have) : <https://www.google.com/analytics/terms/us.html> and <https://support.google.com/analytics/answer/6004245> .

We use Google Analytics to help monitor and analyze use of the Website. Google Analytics is a type of performance cookie which collects standard internet log information and visitor behavior information in an anonymous form (meaning we won't know who you are or any personal information regarding your name and contact details).

The information collected by this cookie is transmitted to Google who then uses it to evaluate visitors' use of the Website and to compile statistical reports on Website activity. These cookies remain on your device even after you have logged out of the session. To opt out of being tracked by Google Analytics across all websites visit Google Analytics opt-out.

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## **Website Usage**

The Website may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of Click n Drop (PTY) Ltd, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals via the Website, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party organizations and/or

individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that Click n Drop (PTY) Ltd, its officers, employees, agents, affiliates and its successors are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Click n Drop (PTY) Ltd is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Click n Drop (PTY) Ltd, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service. Trades under Cuvai and Wyb.

## **Introduction**

These Website Standard Terms and Conditions written on this webpage shall manage your use of this website. These Terms will be applied fully and affect your use of this Website. By using this Website, you agreed to accept all terms and conditions written here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions. Website (Click n Drop South Africa or [www.clickndrop.co.za](http://www.clickndrop.co.za))

Minors below 18 years old are not allowed to use this Website unless a legal guardian is with them. What You Need To Know. These “Terms and Conditions” are important and should be carefully noted. It is your responsibility to understand the Terms and Conditions of Click n Drop. If you do not understand please contact us.

## **Intellectual Property Rights**

Other than the content you own, under these Terms, Click n Drop and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted a limited license only for purposes of viewing the material contained on this Website. May there be content displayed without permission please contact us directly to submit a dispute.

## **Restrictions**

You are specifically restricted from all of the following

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you. Click n Drop may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

## **Variation of Terms**

Click n Drop is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## **Limitation of liability**

In no event shall Click n Drop, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Click n Drop, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.



## **Disclaimer And Limitation Of Liability**

You agree that use of the Website is entirely at your own risk.

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on or linked by Users, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item of Content that you post, e-mail or otherwise make available via the Website. You understand that Click n Drop (PTY) Ltd does not editorially control, and is not responsible for Content made available by Users and that by using the Website, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.