

# Privacy Policy

December 2022

## Introduction

Tulip and Lace is a Retail Clothing outlet. We offer Ladies Garments to customers.

## Terms Of Use

We shall take reasonable steps to protect your personal information. For the purposes of this policy “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000. We may electronically collect, store and use personal information with your consent (if you don't consent to this, please do not access or register on the website).

## Privacy

This personal information includes, but is not limited to, the following:

1. name and surname;
2. age and/ or birthday;
3. verification that you are of legal age;
4. gender ;
5. address and contact details including your
6. email address;
7. phone number/s;
8. country of residence;
9. area or postal code;
10. personal preferences if provided;
11. browsing history;
12. purchase history;
13. non-personal browsing habits and click patterns;
14. IP address.

We collect, store and use the personal information described in order to (but not limited to the following):

1. enable you to create a personal profile on this website;
2. enable you to make use of this website in the manner described on this website, from time to time;
3. enable us to make relevant IT recommendations on a personalized basis;
4. communicate information to you regularly, for example through newsletters;
5. compile and maintain the website and client database;
6. register and/or authenticate users of and/or visitors to the website;
7. identify and take reasonable measures to prevent fraudulent uses of or access to the website;
8. compile non-personal statistical information about browsing habits, click patterns and access to the website;
9. attract suppliers by showing anonymized information about the database, for example, demographics;
10. participate in affiliate marketing relationships by tracking visitor origin through the use of cookies;
11. track client database size and growth; and
12. track compliance of registrants and third parties with these terms of use.

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by users of and/or visitors to the website. You may determine cookie use independently through your web browser settings. You may request details of your personal information which we collect, store and use. In order to obtain your personal data please contact **hello@tulipandlace.mu**. In the event that your personal information is inaccurately or incompletely reflected in our database, you agree that it is your responsibility to notify us of this fact and to supply us with accurate or complete information to enable us to address your concerns. Personal information collected from you may be deleted from the website and member databases when your account on the website is terminated for any reason. We may compile, use and share any of the information that is anonymized and/or does not relate to a specific individual. We will never share, disclose or sell the personal information unless we are required to do so by law.

### **Disclaimer**

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS". ALTHOUGH WE TAKE STEPS TO VERIFY INFORMATION PRESENTED ON OR THROUGH THE WEBSITE, WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, RECOMMENDATION OR OTHER INFORMATION CONTAINED IN, DISPLAYED ON, LINKED TO OR DISTRIBUTED THROUGH THE WEBSITE OR THE CONTENT OTHER USERS MAY PUBLISH TO THE WEBSITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS ON THE WEBSITE WITHOUT NOTICE TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

WHILST WE TAKE REASONABLE PRECAUTIONS IN OUR OPERATION OF THE WEBSITE, YOU AGREE THAT NEITHER WE OR DM INTERACTION ASSOCIATES SHALL BE LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR DAMAGES HOWEVER ARISING AND WHATEVER THE CAUSE, IN PARTICULAR PURSUANT TO AND IN FURTHERANCE OF THIS AGREEMENT, YOUR ACCESS TO THE WEBSITE OR FROM YOUR INABILITY TO ACCESS THE WEBSITE. WE WILL USE REASONABLE ENDEAVOURS TO MAKE THE WEBSITE AVAILABLE TO YOU, AND KEEP THE WEBSITE AVAILABLE TO YOU AT ALL TIMES. HOWEVER, YOU AGREE THAT WE SHALL NOT BE LIABLE IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE UNAVAILABILITY OF, ANY INTERRUPTION IN, YOUR ACCESS TO THE WEBSITE (EITHER IN PART OR AS A WHOLE) FOR ANY REASON WHATSOEVER.

### **Indemnity**

YOU HEREBY INDEMNIFY US AND TULIP AND LACE (MAURITIUS) AND ASSOCIATES FROM ANY LOSS, DAMAGE, DAMAGES, LIABILITY, CLAIM OR DEMAND DUE TO OR ARISING OUT OF YOUR USE OF THE WEBSITE OR YOUR BREACH OF THESE TERMS OF USE.

### **Rights Infringement**

If you are of the view that your rights have been infringed through the unlawful use of the Website in any way whatsoever, you may address a complaint to us which satisfies the following requirements and/or contains the following information:

- the full names and address of the complainant;
- the written or electronic signature of the complainant;
- identification of the right that has allegedly been infringed;
- identification of the material or activity that is claimed to be the subject of unlawful activity;

the remedial action required to be taken by the service provider in respect of the complaint;

- telephonic and electronic contact details, if any, of the complainant;
- a statement that the complainant is acting in good faith;
- a statement by the complainant that the information provided is to his or her knowledge true and correct.

Please address your notifications to:

[hello@tulipandlace.mu](mailto:hello@tulipandlace.mu)

### **Applicable Law**

The website is created, maintained and controlled in the the Republic of South Africa and as such the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use the Website. Change to User Agreement.

Tulip and Lace (Mauritius) Ltd reserves the right to make changes to the Website and this user agreement at any time without notice.