

NIMUE REWARDS APP TERMS & CONDITIONS

1. INTRODUCTION

Welcome to the Nimue Rewards App brought to you by Amka Health & Beauty Products International Ltd (“Amka Health”). In these Nimue Rewards Application Terms and Conditions & User Agreement (hereinafter referred to as the “Terms of Use”):

- a. “Nimue Skin” means, collectively, Amka Health, its subsidiaries and affiliates, as well as , where applicable, particular reference to its brand, Nimue Skin;
- b. “app” refers to the Nimue Rewards Application. The information provided on this app is for general information, product redemption and educational purposes on the Nimue Rewards Programme. The information is provided for no other purpose;
- c. “user” refers to you, a user of the app.

2. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF USE

Please read and review these Terms of Use carefully each time before accessing the content on this app or using this app as they may change from time to time. Your access to, and use of, the information contained on this app is subject to these Terms of Use. By accessing and using this app, you accept, without limitation or qualification, these Terms of Use. Our Privacy Notice (which sets out the terms on which we process your personal information and data) and our Cookie Policy (which sets out information about the cookies on our app) will also apply to your use of our app.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an institution, corporation, organization, agency or other entity and us.

By using the app, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the Jurisdiction in which you reside; (3) you will not access the app through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the app for any illegal or unauthorized purpose or solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others; and (5) your use of the app will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the app (or any portion thereof).

3. PURPOSE

Certain sections of this app are intended for particular user audiences including Nimue Skin distributors, stockists and accredited therapists.

Nimue Rewards is a programme created by Amka Health to reward therapists for Nimue Skin products sold. As a Nimue Skin therapist, you can earn points through the new unique code system.

Nimue Reward points are not cash and, at present, can only be redeemed for Nimue Skin products and only on this app.

Product redemptions

- After each product sold, you are required to enter the unique code on the product into the Nimue Rewards app.
- Point allocation for that code is earned and your points total will automatically update.
- You will be able to browse the product list on Nimue Rewards and redeem your points in respect of your chosen Nimue Skin product.

4. ELIGIBILITY FOR THE NIMUE REWARDS PROGRAMME

To join as a user of the Nimue Rewards Programme, you need to be a qualified Nimue Skin Therapist working for a certified Nimue Skin salon.

5. REGISTRATION FOR THE NIMUE REWARDS PROGRAMME

In order to register for the Nimue Rewards Programme, you need to complete the online registration process on this app and your application for registration will be sent to us for approval. You will be notified once your registration has been approved.

- You will not be able to log a sale and earn points until your registration has been completed and approved.
- It is your responsibility to advise us if any of the personal or business information provided to us when registering to become a user is inaccurate or has changed.

For more information contact info@nimueskin.com.

6. NO REPRESENTATION

Amka Health makes no representations and gives no warranties about the accuracy nor suitability of the content published on this app, nor that the services will be free from errors or omissions or that the use of the app will be uninterrupted. Should you rely on the information and technology contained in this app, then you do so at your own risk.

7. COPYRIGHTS

The entire content of this app is our proprietary property and is subject to copyright protection. None of the content of this app may be copied other than for non-commercial individual reference, and only if all copyright or other proprietary notices are retained. The information thereafter may not be recopied, reproduced or otherwise redistributed and only a single copy may be stored. Furthermore, you may not modify the information in any way. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in this app or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, text or documents, without the express written consent of Amka Health. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right to you under any patent or trademark of Nimue Skin, or any third party. If you should link to any third-party websites from this app, you shall be bound by and undertake to comply with the copyright provisions of each such website.

8. TRADEMARKS

All product names, whether or not in large print or with the trademark symbol, are trademarks of Amka Health, related companies or its licensors or joint venture partners. Any use of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may violate copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Further, please be advised that Nimue Skin actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

9. PRIVACY

By using this app you undertake and warrant that you have read and fully understand our Privacy Notice and you fully understand our privacy practices.

At all times, your personal information will be handled and/or processed in accordance with statutory provisions governing personal information.

Amka Health is sensitive to the private nature of the information you provide over the app, including your name, company details, address and email address, and without derogating from the provisions of our Privacy Notice, we shall take all reasonable steps to protect your personal information. This app may electronically collect, store and use private information from users. Users of this site consent to this. Information may be collected electronically by using cookies, or is collected when it is provided voluntarily by the user. Users may determine cookie use independently through their browser settings. Information so collected shall not be disclosed to any third party unless agreed upon between the user and Amka Health, or through due legal process. Users agree that Nimue Skin may from time to time communicate with them, at such time of communication the user will always be given the opportunity to instruct Amka Health to remove their details from the mailing list. Users agree that any information he/she provides to Nimue Skin will be true, accurate, current and complete and that the user will maintain and properly update his/her personal profile as required by Nimue Skin.

10. INTENDED USE

a. The material on this app is published by Nimue Skin. Nimue Skin makes no claim that the information contained on this app is appropriate or may be downloaded legally outside of Nimue Skin's authorised regions of operation. If you access the app from outside Nimue Skin's jurisdiction, you do so at your own risk and you are responsible for compliance with the laws in your respective jurisdiction.

b. This site is a business and commercial site. It is, therefore, not intended for persons under the age of 18. If you are under the age of 18, you should speak to your parents, your guardian, or a responsible adult and obtain their permission to use this app.

11. LIABILITIES AND INDEMNIFICATION

Nimue Skin shall bear no responsibility and also disclaims all liability for any claim, loss, cost and expense (including reasonable attorneys' fees and disbursements), damage or other liability, either directly or indirectly, attributable to the use of this app or reliance upon information provided through the facilities available on this app. You agree to indemnify, defend and hold harmless Nimue Skin, its officers, directors, employees, agents, suppliers and third party partners from and against all claims, losses, costs and expenses (including reasonable attorneys' fees and disbursements), damages and other liabilities, resulting from any violation by you of these Terms of Use. To the fullest extent permitted by applicable law, you agree that your use of the app and its content, is at your sole risk. The app, content, and related services and features are provided to you on an "as is" and "as available" basis.

12. GENERAL

a. **Governing laws** – These Terms of Use and your use of this app shall be governed by the laws of the Republic of South Africa. Any legal action or proceeding related to this app shall be brought exclusively in the High Courts of the Republic of South Africa.

b. **Severability** – If any provisions of these Terms of Use are held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions.

c. **Variation** –Amka Health reserves the right to alter or delete materials from this app at any time at its discretion and without notice. Furthermore Amka Health reserves the right, in its sole discretion, to amend or modify these Terms of Use at any time by posting the amended Terms of Use on this app. Unless otherwise stated, the current version will apply each time you access this app. You waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the app after the date such revised Terms of Use are posted.

- d. **Termination** These Terms of Use shall remain in full force and effect while you use the app. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the app and (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of Use or of any applicable law or regulation. We may terminate your use or participation in the app at any time, without warning, in our sole discretion. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.